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K#: **800249**

Location: **HI**

Employer Name: **Hawaii, State of**

Union: **Hawaii Fire Fighters Association, International Association of Fire Fighters (IAFF), AFL-CIO**

Local: **1463**

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# AGREEMENT



Unit 11

**HAWAII FIRE FIGHTERS ASSOCIATION  
IAFF Local 1463**

July 1, 1999 to June 30, 2003

1,650 workers

2305 S. Beretania Street, Room 202 • Honolulu, HI 96826-1432  
Telephone (808) 949-1566 • Neighbor Islands 1-800-310-1566



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## A G R E E M E N T

This agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2001, by and between the State of Hawaii, the City and County of Honolulu and the County of Hawaii, the County of Maui and the County of Kauai, hereinafter referred to as the Employer, and the Hawaii Fire Fighters Association, Local 1463, IAFF, AFL-CIO, hereinafter referred to as the Union.

This Agreement covers all employees for whom the Union is recognized as exclusive bargaining representative pursuant to Section 1; Recognition.

It is the purpose of this Agreement to achieve and maintain harmonious and cooperative relations between the Employer and the Union, to provide for equitable and peaceful adjustment of differences which may arise and to establish proper standards of wages, hours, and other terms and conditions of employment.

### Section 1. RECOGNITION.

The Employer recognizes the Union as the certified exclusive bargaining representative of all fire fighters, including supervisory personnel, of the State and its political subdivisions whose principal duties are to prevent and fight fires, except for officers and employees who are excluded or may be excluded from the bargaining unit by law and the Hawaii Labor Relations Board.

It is understood that unless the context clearly requires otherwise, references to male individuals herein includes females; references to the Fire Department or to the Fire Chief herein includes the State Department of Transportation or its Director (or its Director's designee) respectively.

The Employer shall provide the Union with a roster of its employees by company or unit assignment and shall maintain its currency. The Union shall provide the Employer with a list of its officers, stewards and authorized representatives and maintain its currency.

### Section 2. DISCRIMINATION.

The Employer and the Union agree that neither party will discriminate against any employee because of union membership or non-membership or lawful activity in the Union or on the basis of race, color, creed, sex, disability, age, marital status, or lawful political activity.

The Employer and the Union agree that they will not interfere with the right of any employee to join or refrain from joining the Union. The employees will secure no advantage nor more favorable consideration or any form of privilege because of membership or non-membership in the Union.

### Section 3. UNION SECURITY.

The Employer agrees, upon written authorization of an employee, to deduct membership dues, initiation fees, group insurance premiums, and fees for Union benefits in amounts certified by the Union to be current from the payroll of any present or future employee who is a member of the Union and to deduct other employee authorized and Employer approved assignments.

As provided by law, the Employer agrees to deduct from the payroll of any present



or future employee who is not a member of the Union a service fee in an amount certified by the Union to be equivalent to membership dues.

The Employer further agrees, upon written authorization of an employee, to provide separate payroll deduction for union-sponsored motor vehicle insurance programs in accordance with the other provisions of this Section.

Said deductions shall be collected by the Employer and transmitted to the Union by check drawn to the order of the Union. Upon the issue of such check and transmission of same to the Union, all responsibility on the part of the Employer shall cease with respect to any amount so deducted. The Employer shall not be bound in any manner to see to the application of the proceeds of any such check, nor to investigate the authority of any designated officer of the Union to sign any certification, to accept any such check, or to collect the same.

The Union and Employees covered by this Agreement hereby undertake to indemnify and hold harmless the Employer from and against any and all actions, claims, liabilities, losses, damages or expenses of whatsoever kind and nature which may at any time be sustained or incurred by reason or in consequence of such payroll deduction. Neither the deduction, collection and remittance of premiums by the Employer, nor the furnishing of information about the collection method by the Employer to its employees shall constitute a collection of premium, solicitation of application for insurance or in any way constitute the Employer, an agent, sub-agent, or solicitor of insurance.

Whenever an employee does not receive earnings during any payroll period sufficient to cover the employee's dues and/or service fee, the Employer shall not make such deductions which become past due.

#### **Section 4. MANAGEMENT RIGHTS.**

The Employer reserves and retains, solely and exclusively, all rights, authority and prerogatives, including the rights of management to manage, control and direct its employees and operations except as specifically abridged or modified by this Agreement.

#### **Section 5. BULLETIN BOARDS — RIGHT OF ACCESS.**

The Employer agrees to provide the Union with suitable space on available bulletin boards in each station and principal work area. The Union shall limit its posting of official notices and bulletins to such bulletin boards. The Union will submit a copy of each notice prior to posting to keep the Employer informed of the material which will be posted. Materials of an unlawful, inflammatory, or of a political nature shall not be posted.

The Employer shall grant to any duly certified Union representative the right to go onto the premises of the Employer to investigate grievances and to ascertain whether or not the Agreement is being observed. The Union agrees that its representative shall notify the supervisor in charge of the Company, Station or Bureau of the representative's presence. While on the Employer's premises or job site, the representative will not interfere with essential operations of the department.

#### **Section 6. INFORMATIONAL AND EDUCATIONAL MEETINGS.**

Informational and educational meetings may be held by the Union once every calendar quarter, to be conducted by its duly recognized officers and/or stewards and shall be open to all employees in the bargaining unit, including members and non-members of the Union. The Employer or its representative shall permit its employees to attend such meetings held during working hours and such meeting shall be limited





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to not more than 2 hours. The Union shall give written notice to the Employer or its  
representative at least 5 calendar days prior to the date of the meetings. Such  
meetings shall be allowed at dates, times and places which do not interfere with the  
normal operations of the respective fire departments. These meetings may include  
multiple sessions in order to accommodate employees in the bargaining unit.

Matters not appropriate for information and educational meetings are conducting  
internal Union business, engaging in unlawful political activities or the endorsement  
of specific candidates and engaging in demonstrations.

#### Section 7. ORIENTATION OF EMPLOYEES.

The Employer shall afford the Union 1 hour or any portion thereof as it requires  
to confer with all new employees during orientation meetings to orient them to this  
Agreement and the Union's programs and benefits. At such meetings the Union shall  
be accorded the opportunity to explain its benefits program prior to the explanation  
of any other non-Employer sponsored employee group benefit programs. The Union  
shall be informed in advance of such meetings and shall have the right to be present  
during the entire orientation process.

#### Section 8. PRIOR RIGHTS, BENEFITS AND PERQUISITES.

Nothing in this Agreement shall be construed as abridging, amending or waiving  
any rights, benefits or perquisites presently covered by statutes, existing rules and  
regulations or past practices recognized as being legitimate and having general and  
uniform applicability throughout each jurisdiction, except as expressly superseded  
by the terms of this Agreement. Said rights, benefits or perquisites which pertain to  
subjects which are negotiable under the provisions of Chapter 89, HRS, shall not be  
modified or terminated except by agreement of the parties.

#### Section 9. PERSONNEL INFORMATION.

Any employee covered by this Agreement shall, on request, be granted an  
appointment during normal business hours to examine the employee's entire Fire  
Department personnel file (or jacket). The employee shall be given a copy of any  
designated material in such file upon request provided:

- A. a copy of the designated material has not previously been issued to the  
employee; or
- B. the employee was not previously afforded an opportunity to attach explanatory  
remarks and wishes to do so; or
- C. the employee intends to use the material in connection with a grievance as  
provided by Section 17 of this Agreement or any Civil Service proceeding.

No material considered derogatory to an employee shall be placed in the  
employee's personnel file (or jacket) unless the employee has had an opportunity to  
read the material. The employee shall also be given an opportunity to attach  
explanatory remarks.

All derogatory material in an employee's file shall be destroyed after two (2) years  
unless the employee's department head makes a determination that the material is  
currently relevant to the employee's employment, in which case it may remain in the  
file for another year and again reviewed. Any derogatory material more than five (5)  
years old must be destroyed. The employee's employment history record shall not  
be altered or destroyed.

The provisions of this section shall be applicable to any individual personnel file  
that may be maintained by the Fire Department including subsidiary files that may be  
maintained at the work place or a division of the Fire Department.



#### Section 10. PLACEMENT.

The placement of employees within each fire department shall be the responsibility of the respective fire chiefs. However, the placement or assignment of employees shall not be utilized as a disciplinary measure. If an employee who is placed or reassigned requests, the employee shall be furnished reasons for such action.

An employee may submit a written request to the fire chief or appropriate superior officer to be considered for assignment to another station or work place. The fire chief may establish dates upon which all such requests shall expire and become invalid. The request shall indicate the employee's preference or preferences and the reason for the request. All valid employee requests shall be given full consideration whenever reassignments are made by the fire department. In the event that two or more qualified employees request assignment to the same position at a station or work site, no preference shall be given based on the submission date of the employees' requests.

#### Section 11. SHIFT EXCHANGE.

An employee shall submit a request in writing for permanent or temporary exchange of shifts with another employee of the same classification within the department subject to the approval of the department head or its representatives.

The department may permit such exchanges if they do not interfere with the normal operations of the companies involved, and the employees agree to waive any overtime which may result from such exchange of shifts; provided that temporary exchanges are consummated within a month.

#### Section 12. PROMOTIONS.

Promotions in the fire departments shall be made on the basis of merit, efficiency and fitness as ascertained by examination which, so far as practicable, shall be competitive.

An employee who is certified from an eligible list for promotion but not selected shall, upon written request submitted within 10 calendar days of nonselection, be entitled to an individual conference with the appointing authority or designated representative to discuss the reasons for such nonselection and the employee's promotion potential.

#### Section 13. PROBATIONARY PERIODS.

Except as modified herein, the respective Civil Service rules and regulations relating to probationary periods shall be applicable.

All employees new to the fire service of the respective jurisdictions shall serve a probationary period of one (1) year. New probationary periods when required shall be for six (6) months and may be extended for an additional period not to exceed six (6) months. An employee whose probationary appointment is terminated shall not be entitled to use the grievance or appeal procedure.

The probationary period shall be regarded as an integral part of the examination process.

#### Section 14. DUTIES.

Employees shall be assigned duties and responsibilities reasonably related to fire operations services. Such duties shall consist of prevention control and extinguishment of fires; protection of life and property; search and rescue activities; necessary auxiliary administrative and official service functions of the Fire Department;

ment; and

All other consistent services shall be no thereto.

#### Section 15

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department shall be the responsibility of the placement or assignment of measure. If an employee who is laid off shall be furnished reasons for such

The fire chief or appropriate superior shall determine the station or work place. The fire chief's authority shall expire and become invalid. The fire chief's authority shall be given full consideration. In the event that two or more employees are in the same position at a station or work place on the submission date of the

requesting for permanent or temporary assignment to the same classification within the same department head or its representatives. The employee shall be given full consideration as if they do not interfere with the duties of the employees agree to waive any right to shifts; provided that temporary

shall be made on the basis of merit, efficiency and seniority, so far as practicable, shall be

The list for promotion but not selected for promotion on calendar days of nonselection, be appointed by the appointing authority or designated authority on nonselection and the employee's

Civil Service rules and regulations shall be applicable.

Respective jurisdictions shall serve a probationary period when required shall be an additional period not to exceed six months. If an appointment is terminated shall not be a cause for rehire.

shall be an integral part of the examination

Responsibilities reasonably related to the duties of the Fire Department shall consist of prevention control and suppression; search and rescue activities; and other service functions of the Fire Department.

ment; and other emergency duties prescribed by public safety.

All other assignments of duties and responsibilities to employees shall be consistent with the mission of the county, public policy, rules and regulations, services required under public health and safety, or emergency conditions. There shall be no assignment of off-duty employees to funerals or other activities related thereto.

#### Section 15. LAYOFFS.

Definitions. As used in this section and in Section 16, Placement of Laid Off Employee on the Recall list, unless the context clearly requires otherwise:

A. "Unit" means all of the employees of a single Employer jurisdiction covered by this Agreement.

B. "Jurisdiction" means any one of the following: (1) the State of Hawaii, (2) the City and County of Honolulu, (3) the County of Hawaii, (4) the County of Maui, or (5) the County of Kauai.

C. "Regular employee" means an employee who has completed initial probationary status in a class covered by this Agreement.

D. "Non-regular employee" means an employee who is neither a regular employee nor an employee on initial probationary status.

E. "Employee on initial probationary status" means an employee covered by this Agreement who upon completion of a probationary period will become a regular employee.

F. "Displacement" means the removal of an employee from the employee's assigned class.

G. "Layoff" means the termination of an employee's service.

Whenever there is an impending layoff because of lack of funds or work or other legitimate reason, the Employer agrees to give the employees involved and the Union at least thirty (30) days prior notice. Such notice to the Union shall include the names of employees who are to be laid off.

The displacement or layoff of employees shall be governed by the following provisions:

A. The layoff or displacement of employees shall be made on a unit-wide basis within the jurisdiction where initiated according to retention scores.

B. The employee shall be required to meet the minimum qualification requirements, except for age, of the class in which the employee is to be placed.

C. Displacement of employees shall be determined on the basis of class retention scores.

(1) The employee with the lowest class retention score in the employee's class shall be displaced first; the next lowest second, and so forth.

(2) A displaced employee shall be placed in the next lower class in which the employee last held a permanent appointment (to include periods of new probation and limited term appointments); and the preceding process shall be applied and further repeated at subsequent lower classes as necessary. In the event such class has been abolished, retitled, reclassified or otherwise similarly affected, the displaced employee shall be placed in the next most appropriate class and credited with class retention scores as though the employee had actually held such previous appointment.

(3) When two or more employees in the same class have identical class retention scores, the one with the lowest total retention score shall be displaced first.

(4) An employee on initial probationary status who is displaced by a regular employee is entitled to displace any other employee on initial probationary



status in the class with a lower retention score. An employee on initial probationary status who is displaced by another employee on initial probationary status shall be entitled to displace any non-regular employee serving an emergency appointment, a temporary appointment outside the list, a provisional appointment or a limited-term appointment.

- (5) No regular employee or employee on initial probationary status shall be displaced by any non-regular employee.
- D. Layoff of employees shall be determined on the basis of total retention scores.
  - (1) The employee with the lowest retention score shall be laid off first; the next lowest second, and so forth.
  - (2) When two or more employees have the identical retention scores, the order of initial selection for employment shall be the basis for determination. The last employee so selected shall be laid off first; the next last second, and so forth. If no such determination can be made, the employee or employees to be laid off shall be determined by lot.
  - (3) When a regular employee or an employee on initial probationary status who is to be laid off accepts a non-regular appointment, upon termination of such non-regular appointment the employee shall be entitled to further consideration under the provisions of this section and Section 16, Placement of Laid Off Employee on the Recall List.

**Retention Scores:**

- A. Total retention scores shall be computed at the rate of one point for each month of service and a fraction of a point for a partial month of service. Service shall mean the total length of full-time service as a regular employee and/or as an employee on initial probationary status in a class covered by this Agreement and earned in any jurisdiction.
- B. Class retention scores shall be computed at the rate of one point for each full month of service and a fraction of a point for a partial month of service. Service shall mean the total length of service earned in any jurisdiction in a specific class covered by this Agreement as a regular, initial probationary, new probationary and limited-term appointment where the latter results in a permanent promotion without a break-in-service.
- C. The following periods of authorized leaves of absence without pay from service as a regular employee or an employee on initial probationary status are creditable as service in computing retention scores:
  - (1) Educational
  - (2) Employment with the legislature
  - (3) Loan to other governments
  - (4) Research
  - (5) Industrial
  - (6) United States military service
  - (7) Temporary service in a duly recognized employee organization

When an employee is laid off, the employee's name shall be placed on the appropriate recall list pursuant to Section 16, Placement of Laid Off Employee on the Recall List.

**Section 16. PLACEMENT OF LAID OFF EMPLOYEE ON THE RECALL LIST.**

The provisions of this section shall be restricted to members of the bargaining unit and to the governmental jurisdiction from which the employee was laid off.

Employees shall meet the following conditions to be eligible for placement on the appropriate recall list which shall be separate from and shall have priority over any

other list:

A. The employee is a regular employee status.

B. The employee must have been laid off in the manner as shown by official records.

Employees shall be ranked on the basis of retention points. The employee with the highest retention points shall be ranked first; the next highest second, and so forth. Retention points shall be in accordance with the following:

The director of the central personnel services shall remove the names of eligibles on the recall list when:

- A. the eligible is no longer able to perform the duties of the position except for age, of the class in which he or she was appointed;
- B. the eligible was appointed to a position outside the class;
- C. failure to respond without good cause provided by the eligible within a period of 90 days;
- D. withdrawal by the eligible.

E. refusal of two offers of employment previously indicated he or she would accept;

F. failure to report to duty after being notified by the appointing authority unless good cause is shown;

G. the eligible is convicted of a crime.

Laid off employees on the recall list shall be considered for vacancies over any other eligibles. When a vacancy occurs, the next highest retention points from the appropriate recall list shall be laid off employee upon the refusal of the position by the employee.

**Section 17. GRIEVANCE PROCEDURE**

The term "grievance" as used in this Agreement shall mean a complaint by the Union, a bargaining unit employee on behalf of the Union alleging a violation of a specific provision of this Agreement or its effective date. It is agreed that any grievance between the Employer or any of its representatives and the Union shall be subject to this procedure. Any grievance shall be resolved in accordance with the above shall be resolved in accordance with the above.

Any individual employee may file a grievance without intervention of the Union. The employee shall be informed of the time and place of such grievance and shall be present.

No adjustment shall be made with the terms of the Agreement. A grievance shall be a settlement proposal which is in case to the next step of the grievance procedure.

A copy of any written complaint shall be filed with the grievance procedure shall be filed with the Union by the party filing the complaint.

Class grievances may be filed with the Union. The Union shall resolve such grievances as determined by the Union.

Grievances shall be processed in accordance with the above.





other list:

A. The employee is a regular employee or an employee on initial probationary status.

B. The employee must have been performing his or her duties in a satisfactory manner as shown by official records of the employer.

Employees shall be ranked on the appropriate recall list on the basis of total retention points. The employee with the highest number of total retention points shall be ranked first; the next highest second, and so forth. The computation of retention points shall be in accordance with the procedures as specified in Section 15, Layoffs.

The director of the central personnel agency of the appropriate jurisdiction may remove the names of eligibles on the recall list for the following reasons:

A. the eligible is no longer able to meet the minimum qualification requirements, except for age, of the class in which the employee is to be placed.

B. the eligible was appointed to a permanent position from the appropriate recall list.

C. failure to respond without good cause to a written inquiry sent to the address provided by the eligible within a period of 10 calendar days after it is sent.

D. withdrawal by the eligible.

E. refusal of two offers of employment under conditions that the eligible had previously indicated he or she would accept.

F. failure to report to duty after appointment within the time prescribed by the appointing authority unless good cause is shown.

G. the eligible is convicted of a criminal offense after the layoff.

Laid off employees on the recall list shall be given first preference in the selection for vacancies over any other eligible lists. The laid off employee with the highest retention points from the appropriate recall list shall be placed first. Certification of the next highest laid off employee and subsequent employees shall be made only upon the refusal of the position by the higher laid off employee.

#### **Section 17. GRIEVANCE PROCEDURE.**

The term "grievance" as used in this Agreement shall mean a complaint filed by the Union, a bargaining unit employee covered hereunder, or on an employee's behalf by the Union alleging a violation, misinterpretation or misapplication of a specific provision of this Agreement, including attachments thereto, occurring after its effective date. It is agreed that any type of disciplinary action taken by the Employer or any of its representatives against an employee covered by this Agreement shall be subject to this Grievance Procedure. All grievances as described above shall be resolved in accordance with the provisions set forth herein.

Any individual employee may process his or her grievance and have the grievance heard without intervention by the Union, provided that the Union shall be informed of the time and place of such grievance meeting in order that the Union may be present.

No adjustment shall be made at any step of the procedure which is inconsistent with the terms of the Agreement. If the Union alleges that the Employer has made a settlement proposal which is inconsistent with the Agreement, it may process the case to the next step of the grievance procedure.

A copy of any written complaint or written decision required in each step of the grievance procedure shall be filed with the Employer or its representative and with the Union by the party filing the complaint and the party rendering the decision.

Class grievances may be filed at the lowest step which has the authority to resolve such grievances as determined by mutual agreement.

Grievances shall be processed in accordance with the following procedures;



provided that, whenever a step of the grievance procedure is not applicable to a jurisdiction (because a particular level in the hierarchy of management does not exist in the jurisdiction), the grievance shall be presented at the next step.

A grievance shall, whenever possible, be discussed and settled informally between the grieving party and the immediate appropriate supervisor. The immediate appropriate supervisor shall be the lowest level supervisor, the designee or the replacement, having authority to resolve the grievance as determined by the particular facts of the grievance and the supervisor(s) concerned. Employees may be assisted at any time by a Union steward or Union representative.

There shall be no obligation by the Employer to consider any grievance which does not comply with the specific provisions of this section. Any grievance raised in accordance with procedures hereafter provided where the Employer fails to respond within the prescribed time limits of any step may be automatically processed to the next step by the grieving party. Parties involved in the grievance may alter specific time limits herein by mutual agreement.

The Employer shall, in the case of a formal grievance and upon the request of the grieving party, make available any information relevant to the grievance which is needed by the grieving party to investigate and process a grievance within three working days of the request for such information. The Employer need not consider a grievance in any subsequent step of this procedure which encompasses different allegations than those presented in Step 1 except as provided elsewhere in this Agreement.

**Step 1. Division Head.** If the grievance is not satisfactorily settled on an informal basis, the grieving party may institute a formal grievance by setting forth in writing, on a grievance form furnished by the Employer, the nature of the complaint, the specific term or provision of the Agreement allegedly violated, misinterpreted, or misapplied and the remedy sought.

The grievance shall be presented to the division head or other designated officer in writing within twenty (20) days after the occurrence of the alleged violation, or if it concerns an alleged continuing violation, then it must be filed within twenty (20) days after the alleged violation first became known or should have become known to the grieving party.

After the presentation of the grievance, the grieving party shall be offered an opportunity to meet with the division head or other designated officer in an attempt to settle the grievance. The decision of the division head or other designated officer shall be in writing and shall be transmitted to the grieving party within ten (10) days after receipt of the grievance unless extended by mutual consent.

**Step 2. Department Head.** If the grievance is not satisfactorily settled at Step 1, the grieving party may file a letter of appeal specifying the reasons for the appeal with the department head within ten (10) days after receipt of the decision in Step 1.

Upon receipt of such letter of appeal, the grieving party shall be offered an opportunity to meet with the department head in an attempt to settle the grievance.

The decision of the department head shall be in writing and transmitted to the grieving party within ten (10) days after receipt of the grievance unless extended by mutual consent.

**Step 3. Employer.** If the matter is not satisfactorily settled at Step 2, the grieving party may file a letter of appeal specifying the reasons for the appeal with the Employer or its representative within ten (10) days after the receipt of the decision in Step 2.

If a representative is designated by the Employer, the name of such person shall be provided to the grieving party.

Upon receipt of such letter of a grievance, the Employer shall provide the grieving party with an opportunity to meet with the Employer or its representative within ten (10) days after the receipt of the letter. If the matter is not satisfactorily settled, the Employer shall proceed to arbitration.

The decision of the Employer shall be in writing and transmitted to the grieving party within ten (10) days after the receipt of the letter, unless extended by mutual consent.

If the grievance is not satisfactorily settled, the grieving party shall have the right to arbitrate the grievance.

**Step 4. Arbitration.** If the matter is not satisfactorily settled, the Union desires to proceed with arbitration, the Employer shall, within ten (10) days of the decision rendered at Step 3, transmit to the Union a list of potential arbitrators, representative of its desire to arbitrate.

Except as may otherwise be provided, the arbitration shall be conducted unless it involves an alleged violation of a specific term or provision of the Agreement.

Unless the parties agree to a different procedure, the grievance shall proceed directly to Stage I arbitration, the following procedure:

**Stage I Arbitration.** Within 5 days after receipt of the list, the Employer and the Union shall each, transmit to the Chair of the Stage I Arbitration Panel which shall be composed of the foregoing, the Employer and/or the Union, a list of potential panelists from which the Chair shall select the Panel members.

Panel members shall neither be a member of the grievance unit nor an agency involved in the grievance with the grievance unit, nor members of the bargaining unit, employer or the Union.

Upon its appointment, the Arbitration Panel shall hear the positions of the case. Each party shall submit its position to the Panel within 10 days of the appointment.

All of the Panel's proceedings shall be confidential. The Panel shall render no later than thirty (30) days after the appointment of the grievance in writing certifying that it has heard the case and to present their respective cases and recommendations.

If the Panel is unable to reach a decision within the time specified, the parties of such in writing, but no later than ten (10) days after the Panel shall be dismissed.

If the Union desires to proceed to arbitration, the Union shall, within ten (10) calendar days of receipt of notice of the decision, serve written notice on the Employer.

**Stage II Arbitration.** Selection of the Arbitration Panel shall be:

- A. First, by mutual agreement between the Employer and the Union.
- B. Second, from a list of five (5) names submitted by the Employer and the Union.
- C. If such list is not available, from a list submitted by the Labor Relations Board.

The specific person to be selected shall be:

- A. The Union and the Employer by mutual agreement.
- B. Subsequent deletions shall be made on an alternating basis and the remaining names shall be submitted by the Employer and the Union.



Upon receipt of such letter of appeal, the grieving party shall be offered an opportunity to meet with the Employer or its representative in an attempt to settle the grievance. The Employer and the Union may mutually agree to waive this step and proceed to arbitration.

The decision of the Employer or its representative shall be in writing and transmitted to the grieving party within ten (10) days after receipt of the grievance unless extended by mutual consent.

If the grievance is not satisfactorily settled at Step 3, the Union may exercise its right to arbitrate the grievance.

Step 4. Arbitration. If the matter is not satisfactorily settled at Step 3, and the Union desires to proceed with arbitration, it shall within twenty (20) days of receipt of the decision rendered at Step 3, serve written notice on the Employer or its representative of its desire to arbitrate.

Except as may otherwise be provided herein, no grievance may be arbitrated unless it involves an alleged violation, misinterpretation or misapplication of a specific term or provision of the Agreement.

Unless the parties agree to a different arbitration procedure or the Employer desires to proceed directly to Stage II Arbitration, grievances shall be subject to the following procedure:

Stage I Arbitration. Within 5 days of appropriate notice as prescribed above, the Employer and the Union shall each, by letter to the other party, appoint one member of the Stage I Arbitration Panel which will be composed of two members. In lieu of the foregoing, the Employer and/or the Union may each prepare a list of at least 4 potential panelists from which the grieving party shall select appointees.

Panel members shall neither be currently employed by or appointed to any agency involved in the grievance within the Employer jurisdiction nor shall they be members of the bargaining unit, employed by or otherwise currently representing the Union.

Upon its appointment, the Arbitration Panel shall review the facts and circumstances of the case. Each party shall be given reasonable opportunity to present its case to the Panel within 10 days of its appointment.

All of the Panel's proceedings shall be informal and unrecorded. The Panel shall render no later than thirty (30) days after its appointment a joint decision on the grievance in writing certifying that it has given reasonable opportunity to the parties to present their respective cases and stating only its final determination.

If the Panel is unable to reach a joint decision, it shall immediately notify the parties of such in writing, but no later than thirty (30) days after its appointment. The Panel shall be dismissed.

If the Union desires to proceed to Stage II Arbitration, it shall, within twenty (20) calendar days of receipt of notice from the Panel that it is unable to reach a joint decision, serve written notice on the Employer or its representative of its desire.

Stage II Arbitration. Selection of an Arbitrator shall be made:

- A. First, by mutual agreement between the parties; or
- B. Second, from a list of five (5) names mutually agreed to by both parties; or
- C. If such list is not available, from a list of five (5) names submitted by the Hawaii Labor Relations Board.

The specific person to be selected from the foregoing lists shall be as follows:

- A. The Union and the Employer by lot shall determine who shall have first choice in deleting a name from the list.
- B. Subsequent deletions shall be made by striking names from the list on an alternating basis and the remaining name shall be designated the Arbitrator for the



grievance being considered.

If the Employer disputes the arbitrability of any grievance under the terms of this Agreement, the Arbitrator shall first determine the matter of arbitrability; and if determined in the negative, the grievance shall be referred back to the parties without decision or recommendation on its merits. If the Arbitrator decides that the grievance is arbitrable, either party may require the selection of another Arbitrator for the remainder of the arbitration procedure. The fees of the first Arbitrator and any other costs required thereby shall be borne by the party requiring the selection of another Arbitrator.

The complainant in every hearing before the Arbitrator shall present a prima facie case. In general, judicial rules of procedure shall be followed at every hearing, but the Arbitrator need not follow the technical rules of evidence prevailing in a court of law or equity. The Arbitrator's decision shall be made in the light of the whole record and the case shall be decided upon the weight of all substantial evidence presented.

The Arbitrator shall render an award in writing, no later than thirty (30) days after the conclusion of the hearing or if oral hearings are waived then thirty (30) days from the date statements and proofs were submitted to the Arbitrator.

Each party shall be responsible for any costs required for its own Stage I Arbitration panel member. The fees of the Stage II Arbitrator, the cost of transcription and other necessary general costs required by the Stage II Arbitrator shall be shared equally by the Employer and the Union. Each party will pay the cost of presenting its own case and the cost of any transcript that it requests.

The scope of the Arbitrator's or Arbitration Panel's authority is as described below:

A. The Arbitrator or Panel shall not have the power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.

B. The Arbitrator's or Panel's power shall be limited to deciding whether the Employer has violated, misinterpreted or misapplied any of the terms of this Agreement. In the case of any disciplinary action which the Arbitrator or Panel finds improper or excessive, such action may be set aside, reduced or otherwise changed by the Arbitrator or Panel. The Arbitrator or Panel may, in their discretion, award back pay to compensate the employee, wholly or partially, for any salary lost.

C. The Arbitrator or the Arbitration Panel, as the case may be, shall not consider any new allegations or charges which have not been presented at the initial formal step unless the Employer has agreed to consider the new allegation or charge at a subsequent step.

There shall be no appeal from the Arbitrator's or Panel's decision by either party if such decision is within the scope of the Arbitrator's or Panel's authority as provided in this Agreement or applicable law.

Any grievance occurring during the period between the termination date of this Agreement and the effective date of a new Agreement shall not be arbitrable except by mutual agreement.

#### **Section 18. DUE PROCESS.**

Whenever an employee is under investigation and subject to interrogation by the Employer or its authorized representatives which could lead to disciplinary action, the employee shall be so informed before the investigatory interview begins; provided such an employee shall likewise be informed when required to submit a written statement or report in connection with such investigation. When the employee reasonably feels that disciplinary action against him or her may result from such interview, the employee shall be entitled to have a Union representative or steward

present during the interview. When the Union, the Union shall have the Employees shall not be required

#### **Section 19. HOURS OF WORK.**

The maximum number of hours shall be scheduled to work 56 hours per week which cycle utilizing 24-hour shifts and

Employees assigned to administrative department may be subject to work fighting company personnel, provisions of the Agreement shall apply except

Notwithstanding any provision unless the context clearly requires meaning:

A. "Work Period" shall mean a shall be scheduled to work 72 hours number of hours worked. Work period 8:00 AM in the case of Honolulu

B. "Platoon" shall mean the employees in each jurisdiction.

2nd) Platoon and "C" (or 3rd) Platoon

C. "Scheduled Overtime" shall be hours per work period which shall

The Fire Chief in each jurisdiction

respective work groups and platoons

In the event a Fire Chief (Employee)

Chief (Employer) shall notify the date of anticipated change in

with the Employer in reference to the proposed change, the Employer

process its objections to the change in this Agreement. Adjustments to

by the Employer as operational provisions of this Agreement.

All work schedules shall be posted at stations and principal work areas

Scheduled overtime designates permanent part of an employee's

due to leaves or absences, provided in this Agreement.

When a holiday (or otherwise employee's scheduled overtime

and observed as the employee's

The Employer may adjust the examination cannot be scheduled provided such adjustment does

Related sections of this Agreement

changes implemented by this section





present during the interview. Where the employee chooses not to be represented by the Union, the Union shall have the right to be present at such investigatory interview. Employees shall not be required or requested to submit to polygraph examinations.

#### **Section 19. HOURS OF WORK.**

The maximum number of hours of work for all fire fighting employees shall be an average 56 hours per week which shall be scheduled and computed over a 9-week cycle utilizing 24-hour shifts and as provided herein.

Employees assigned to administrative, service or specialized functions of the fire department may be subject to work schedules other than those which apply to fire fighting company personnel, provided that the provisions of this and related Sections of the Agreement shall apply except where otherwise agreed or stated.

Notwithstanding any provision to the contrary as used in this and related sections, unless the context clearly requires otherwise, the terms below shall have the stated meaning:

A. "Work Period" shall mean a 9 consecutive day period during which employees shall be scheduled to work 72 hours and which shall be used to determine the total number of hours worked. Work periods shall begin and end at shift starting time (e.g., 8:00 AM in the case of Honolulu).

B. "Platoon" shall mean the three existing subdivisions of regular fire fighting employees in each jurisdiction. The three platoons are: "A" (or 1st) Platoon, "B" (or 2nd) Platoon and "C" (or 3rd) Platoon.

C. "Scheduled Overtime" shall mean the 4 scheduled work hours in excess of 68 hours per work period which shall be paid at the overtime rate in lieu of straight time.

The Fire Chief in each jurisdiction shall assign fire fighting employees to their respective work groups and platoons.

In the event a Fire Chief (Employer) desires to change a work schedule, the Fire Chief (Employer) shall notify the Union thirty days prior to the tentative implementation date of anticipated change in order to afford the Union an opportunity to negotiate with the Employer in reference to said change. If the parties are unable to agree to the proposed change, the Employer may implement the change and the Union may process its objections to the change through the grievance procedure contained in this Agreement. Adjustments to individual employee work schedules may be made by the Employer as operational needs dictate, subject to applicable provisions of this Agreement.

All work schedules shall be posted or made readily available to employees at all stations and principal work areas.

Scheduled overtime designated pursuant to the above shall be considered a permanent part of an employee's work schedule and shall not be subject to change due to leaves or absences, provided that shift exchanges may be made as provided in this Agreement.

When a holiday (or otherwise designated holiday) falls on the same date as an employee's scheduled overtime, the next scheduled work day shall be considered and observed as the employee's designated holiday as provided in this Agreement.

The Employer may adjust the work hours of an employee whose annual physical examination cannot be scheduled during normal work hours on a straight time basis provided such adjustment does not affect the employee's scheduled overtime.

Related sections of this Agreement shall be appropriately amended to reflect any changes implemented by this section.



## Section 20. OVERTIME.

A. Overtime work will occur when an employee performs service at the direction of or as scheduled by proper authority (including while attending training sessions required by the Employer) if the performance of such service is:

- (1) in excess of the normal scheduled work hours on a day or shift;
- (2) on the employee's scheduled day or shift off and there has been no permanent change in the employee's work schedule;
- (3) as a witness who is summoned or subpoenaed in a judicial proceeding on any matter within the scope of the employee's official duties and responsibilities where such requires the employee to be in attendance on the employee's scheduled day or shift off;
- (4) considered scheduled overtime.

B. In the case of an employee assigned to 24-hour shifts; if a change in schedule results in the employee being scheduled to work more than 72 hours during the employee's existing work period, all such excess hours shall be considered overtime occurring at the beginning of the new assignment. For purposes of this Section, an employee's existing work period shall be the work period commencing at the start of the employee's last scheduled work shift immediately preceding the change in assignment.

Such employee shall be entitled to time off with pay which shall be taken within the existing work period on the following basis:

- (1) time off on a straight time basis for all such hours worked; or
- (2) if the employee was not given 48 hours advance notice of the change in schedule, time off at the rate of one and one-half hours for all such hours worked up to 24 hours and on a straight time basis for all such hours worked thereafter.

If the employee cannot be permitted to take such time off within the existing work period, such hours shall be considered overtime work subject to the other applicable overtime provisions of this Section.

C. Continuous Duty. An employee who is required to be on duty for more than 34 hours, without a minimum of 8 consecutive hours off-duty for rest, shall be paid at the rate of 2 times the hourly rate of pay for all on-duty hours in excess of 34 hours until the employee is allowed a minimum of 8 consecutive hours off-duty for rest. An employee shall be entitled to receive straight time pay and benefits for any portion of the 8 hours off-duty for rest which falls on the employee's next scheduled shift which the employee is required to work.

D. Compensation for Overtime Work

- (1) Compensation for overtime work shall be at the rate of one and one-half hours for each hour of overtime worked except as provided by subsection B. and C. above or as otherwise provided in this Agreement. Except as is clearly provided otherwise in this Agreement, the hourly rate for overtime compensation for all employees assigned to 24-hour shifts (including compensation provided for scheduled overtime) shall be at the 53-hour rate including longevity pay and any applicable differential. Scheduled overtime may be annualized and paid semimonthly.
- (2) Except as otherwise provided in this Agreement, employees shall be entitled to payment in cash for overtime hours unless the employee requests in writing and the Employer approves compensatory time credit in lieu of cash payment.
- (3) Leaves with pay shall be considered time worked for the purpose of computing overtime.

E. Compensatory time credit in continue to be requested, approved 29 of this Agreement provided th exceed 480 hours for any employee service, an employee shall be paid but not yet taken or compensatory at the termination or resignation.

Related sections of this Agreement changes implemented by this Section

## Section 21. CALLOUT.

A. An employee on off-duty status emergency shall receive the greater of:

- (1) 4 straight time hours in the straight time hours in the shifts; or
- (2) overtime compensation at basis of actual time worked employee's home.

B. An employee who is called out employee's next scheduled work : regular shift without eight (8) consecutive duty assignments for an emergency employee shall be required to perform emergencies.

## Section 22. NIGHT SHIFT DIFFERENTIAL

An employee who is assigned is required to perform work between paid, in addition to the employee's hour for each full hour or portion thereof cents for 1/2 hour or less. The differential will be used in determining Section 20, Overtime.

## Section 23. NIGHT ALARM PREMIUM

An employee, who is assigned week, who is required to perform v shall be paid, in addition to the 25 percent of the employee's hourly thereof in excess of 1/2 hour of actual rate of pay for each 1/2 hour or less.

For purposes of this Section between 8:00 P.M. and 6:00 A.M. until an employee is released from time.

## Section 24. STAND-BY DUTY.

An employee shall be deemed of the department or other superior or to remain in radio or telephone



E. Compensatory time credit in lieu of cash payments as provided above may continue to be requested, approved and taken as provided in this Section and Section 29 of this Agreement provided that the total compensatory time credits shall not exceed 480 hours for any employee. At the time of termination or resignation from service, an employee shall be paid in cash for all compensatory time credits earned but not yet taken or compensatory time off based upon the employee's rate of pay at the termination or resignation.

Related sections of this Agreement shall be appropriately amended to reflect any changes implemented by this Section.

#### **Section 21. CALLOUT.**

A. An employee on off-duty status who is called back to duty because of an emergency shall receive the greater of:

- (1) 4 straight time hours in the case of employees on a 24-hour shift and 2 straight time hours in the case of employees on other than 24-hour work shifts; or
- (2) overtime compensation at the applicable overtime rate calculated on the basis of actual time worked plus the time incurred in traveling from and to the employee's home.

B. An employee who is called out more than two (2) hours prior to the start of the employee's next scheduled work shift and is required to continue working into such regular shift without eight (8) consecutive hours off, shall be released from routine in-station duty assignments for an equivalent period to rest at the station. However, the employee shall be required to perform duties necessary to enable the unit to respond to emergencies.

#### **Section 22. NIGHT SHIFT DIFFERENTIAL.**

An employee who is assigned to work an average of 40 hours per week and who is required to perform work between the hours of 6:00 P.M. and 6:00 A.M., shall be paid, in addition to the employee's basic compensation, an amount of 45 cents per hour for each full hour or portion thereof in excess of 1/2 hour of actual work, and 23 cents for 1/2 hour or less. The employee's basic compensation plus the night differential will be used in determining the cash payment for overtime work pursuant to Section 20, Overtime.

#### **Section 23. NIGHT ALARM PREMIUM.**

An employee, who is assigned to work more than an average of 40 hours per week, who is required to perform work between the hours of 8:00 P.M. and 6:00 A.M., shall be paid, in addition to the employee's basic compensation, an amount equal to 25 percent of the employee's hourly rate of pay per hour for each full hour or portion thereof in excess of 1/2 hour of actual work and 13 percent of the employee's hourly rate of pay for each 1/2 hour or less.

For purposes of this Section, actual work shall include each period of time between 8:00 P.M. and 6:00 A.M. from the commencement of a response to an alarm until an employee is released from active duty following the completion of restoration time.

#### **Section 24. STAND-BY DUTY.**

An employee shall be deemed to be on stand-by duty when assigned by the head of the department or other superior to remain at home or some other designated place or to remain in radio or telephone contact for a specified period for the purpose of



responding to calls for immediate service after the employee's normal hours of work, or on weekends or holidays.

For each calendar day or portion thereof of stand-by duty, the employee shall be paid an amount equal to 25% of the employee's daily pay rate.

#### Section 25. TRAVEL ALLOWANCE.

A. Applicable rules, ordinances, and policies. Except as modified by this section, Chapter 3-10, Hawaii Administrative Rules, in the case of the State, and applicable rules, regulations, ordinances, or policies, in the case of the county jurisdictions, shall remain applicable for the duration of this Agreement.

An employee who is directed while off duty to report to work at other than the employee's regularly assigned station shall be entitled to travel to the temporary station during work time. In such a situation, when the Employer requires the employee to use the employee's private vehicle for such purposes, the employee shall be entitled to mileage reimbursement from the regularly assigned station to the temporary station. At the end of such temporary station assignment, the employee shall also be entitled to mileage reimbursement from the temporary station to the regular station assignment.

B. Travel occurring on same island. When employees are required to work in locations which make it impracticable and undesirable to return home at the end of a workday, with prior approval, one of the following shall apply:

- (1) If commercial lodging is utilized, the employee shall be paid a travel allowance pursuant to paragraph D.
- (2) If commercial lodging is not available, such as in mountainous or other remote areas, the Employer shall provide cabins or tentage and needed camping supplies and equipment. At the employee's option, the Employer shall also provide adequate stores of food or pay each employee \$20 per day in lieu thereof.

C. Off-island travel to mountainous or other remote areas.

- (1) Whenever employees are required to travel on official business to mountainous or other remote areas where no commercial lodging is available, the Employer shall provide cabins, tentage, or shall arrange for lodging within available facilities, and shall provide adequate stores of food or pay each employee \$20 per day in lieu thereof.
- (2) Notwithstanding the provisions of this paragraph, a mutual agreement may be arranged among employees with the Employer to provide for per diem expenses pursuant to Paragraph D. in lieu of this paragraph.

D. Intrastate travel.

- (1) When an employee is required to travel overnight on official business to another island, the employee shall be provided with a per diem of \$80 per 24-hour day.
- (2) In the case of official overnight travel time involving a fraction of a day, the allowable claim shall be in terms of quarter-day periods, with the quarter-day periods measured from midnight. In computing the amount of per diem, the official travel time shall begin thirty (30) minutes before the scheduled flight departure time and shall end upon the employee's return to the employee's home airport.
- (3) When an authorized leave is added before or after the official travel, the per diem amount shall be the same as that which would have been allowed if the authorized leave had not been taken.

E. Out-of-state travel.

- (1) When employees are required to travel on official business to areas outside the State of Hawaii, they shall be provided a per diem of \$120 per 24-hour day.

Effective July 1, 1990, the day and effective July 1, day.

- (2) In the case of official travel claim shall be in terms of measured from midnight. travel time shall begin no is to be at work at the scheduled to arrive at the 10 hours before reporting employee's return to his on Hawaiian Standard Time.
- (3) When an authorized leave diem amount shall be the authorized leave had not

F. Reimbursement for commercial lodging. Included in the per diem rate allowance for commercial lodging per 24-hour day. For out-of-state

Whenever an employee's allowance, the employee shall be per diem. This amount shall be commercial lodging and the appropriate number of days spent on commercial travel. Employer, request for commercial be made in advance of the employment for commercial lodging shall be of-state travel.

G. Furnished meals and/or lodging. When meals and/or lodging Employer shall continue its practice. However, the per diem allowance are included in conference program.

H. Advanced per diem. Whenever possible, an employee travel. The Employer shall reimburse excess lodging expenses as scheduled.

#### Section 26. TEMPORARY ASSIGNMENTS.

A. Temporary assignments shall be made on a rotating basis from company, unit or bureau; and temporary assignment originator assignment priority shall be given who are within the same station temporary assignment originator qualified regular employees in qualified regular employees are contrary, employees serving temporary assignments in case





Effective July 1, 1990, the per diem rate shall increase to \$125 per 24-hour day and effective July 1, 1991, the rate shall increase to \$130 per 24-hour day.

(2) In the case of official travel time involving a fraction of a day, the allowable claim shall be in terms of quarter-day periods, with the quarter-day periods measured from midnight. In computing the amount of per diem, the official travel time shall begin no later than 24 hours prior to the time the employee is to be at work at the out-of-state destination. The employee shall be scheduled to arrive at the out-of-state destination (applicable airport) at least 10 hours before reporting for duty. The official travel time shall end upon the employee's return to his or her home airport. All calculations will be based on Hawaiian Standard Time.

(3) When an authorized leave is added before or after the official travel, the per diem amount shall be the same as that which would have been allowed if the authorized leave had not been taken.

F. Reimbursement for commercial lodging expenses in excess of the lodging rate.

Included in the per diem rate designated in Paragraphs D. and E. shall be a daily allowance for commercial lodging. For intrastate travel, this allowance shall be \$40 per 24-hour day. For out-of-state travel, this allowance shall be \$80 per 24-hour day.

Whenever an employee's commercial lodging cost exceeds the applicable allowance, the employee shall be entitled to an additional amount added to his or her per diem. This amount shall be equal to the difference of the actual daily cost of commercial lodging and the applicable allowance provided herein, multiplied by the number of days spent on commercial lodging. Unless otherwise waived by the Employer, request for commercial lodging expenses in excess of the allowable shall be made in advance of the employee's trip. Effective July 1, 1990, the daily allowance for commercial lodging shall be increased to \$50 for intrastate travel and \$85 for out-of-state travel.

G. Furnished meals and/or lodging.

When meals and/or lodging are furnished at no cost to the employee, the Employer shall continue its present practices in adjusting the per diem amounts. However, the per diem allowance provided herein shall not be adjusted when meals are included in conference programs.

H. Advanced per diem.

Whenever possible, an employee shall receive advanced per diem for official travel. The Employer shall reimburse employees who request reimbursement for excess lodging expenses as soon as possible.

#### **Section 26. TEMPORARY ASSIGNMENTS.**

A. Temporary assignments shall be made in accordance with existing laws, rules and regulations and as provided in this section. Temporary assignments shall be made on a rotating basis from among qualified regular employees within the same company, unit or bureau; and who are on the same platoon as that in which the temporary assignment originates. If such employees are unavailable then temporary assignment priority shall be given to qualified regular employees on the same platoon who are within the same station; and after that the same division as that in which the temporary assignment originates. Thereafter, consideration shall be given to qualified regular employees in the same station on other platoons before other qualified regular employees are considered. Notwithstanding the foregoing to the contrary, employees serving their 12-month probationary period may be given temporary assignments in cases of extreme emergency.



A qualified regular employee shall mean an employee who has demonstrated, through training, experience or performance, the ability to assume substantially all of the significant duties and responsibilities of the higher position as determined by the Employer or its designated representatives within the fire department.

B. *First-Line Fire Apparatus Having No Assigned and Compensated Operator.* When an employee is assigned responsibility to service, check, prepare for response and operate (for non-emergency purposes) first-line fire apparatus having no assigned and compensated operator, such employee shall receive an apparatus operator's differential of 1-hour pay as though the employee had been on a temporary assignment as an apparatus operator. In the event an employee is required to operate such unassigned first-line fire apparatus in response to emergencies, the employee shall be compensated as though a temporary assignment had been made for 1 hour or from the time the employee left the station until the time the employee returned to the station including restoration time, whichever is greater. The respective fire chief or fire operations head in each jurisdiction shall, in consultation with the Union determine which first-line fire apparatuses in the respective jurisdiction have no assigned and compensated operator and which are to be covered by this provision (e.g., Hawaii – tankers; Maui – tanker on Molokai; Kauai – mini pumpers and rescue utility vehicle; State – squirt and mini pumper at HIA, Yankee Walter (3,000) at Keahole and Maui, Yankee Walter (1,500) at Hilo, Kauai, Molokai and Lanai.).

## Section 27. HOLIDAYS.

A. Holidays for all employees shall be as follows:

- New Year's Day - First day of January
- Dr. Martin Luther King, Jr. Day - Third Monday of January
- Presidents' Day - Third Monday of February
- Prince Jonah Kuhio Kalaniana'ole Day - Twenty-sixth day of March
- Good Friday - Friday preceding Easter Sunday
- Memorial Day - Last Monday of May
- King Kamehameha Day - Eleventh day of June
- Independence Day - Fourth day of July
- Admission Day - Third Friday of August
- Labor Day - First Monday of September
- Veterans' Day - Eleventh day of November
- Thanksgiving Day - Fourth Thursday of November
- Christmas Day - Twenty-fifth day of December
- General Election Day
- Any day designated by proclamation by the President of the United States or designated by proclamation by the Governor of the State as a holiday.

B. Observance of holidays

- (1) Employees whose workdays fall on Monday through Friday during the workweek in which a holiday occurs shall observe such holiday as provided below:

<u>Day Holiday Falls</u>	<u>Day Holiday Observed</u>
Saturday	Friday preceding holiday
Sunday	Monday following holiday
Workday	Workday

- (2) Employees whose workdays fall on other than Monday through Friday during the workweek in which a holiday occurs shall observe such Holiday as provided below:

## Day Holiday Falls

Day off

Workday

- (3) Whenever required work is the employee shall be paid, and one-half (1-1/2) times worked on the holiday; provided on a holiday, the entire shift

C. The following provisions shall apply to shifts, helicopter duty or any work

- (1) If a holiday falls on a non-work day such non-work day shall be observed by the employee in lieu of such day

(a) A holiday falls on a workday on the holiday.

(b) A holiday falls on a non-workday does not fall on the holiday.

- (2) Holiday Premium Pay. An employee's designated holiday shall be paid at straight time pay, at the rate of pay which shall be based on overtime work is performed on the holiday up to a maximum of one (1) hour. If an employee shall be paid a premium for overtime work performed on the holiday.

D. All employees whose work shifts or the shift for that holiday off work shall be determining overtime, holidays and time worked.

## Section 28. MEALS.

A. After the Normal Work Shift.

When required to work beyond the normal work shift, an employee shall be provided an additional meal at the end of the shift.

On emergency callouts, an employee shall be provided two (2) hours of continuous work hours of continuous work thereafter.

If such employee is not required to eat the meal shall be provided, an employee is required to work after the shift shall be considered time worked.

The following exceptions shall apply:

- (1) An employee shall not be required to work more than seven (7) consecutive hours of duty to perform overtime work.

- (2) If the overtime work continues beyond seven (7) hours, an employee shall not be eligible for a meal.

B. During Scheduled Work Shifts. Normal mealtimes shall consist of



Day Holiday Falls

Day off

Workday

Day Holiday Observed

First workday after the day off

Workday

- (3) Whenever required work is performed on an employee's designated holiday the employee shall be paid, in addition to straight time pay, at the rate of one and one-half (1-1/2) times the employee's hourly rate of pay for all hours worked on the holiday; provided that whenever the major portion of a shift falls on a holiday, the entire shift shall be considered holiday work.

C. The following provisions shall apply in the case of employees assigned to 24-hour shifts, helicopter duty or any work schedule in excess of 40 hours per week:

- (1) If a holiday falls on a non-work day, the next scheduled work day following such non-work day shall be held and considered to be a holiday for such employee in lieu of such day which so occurs on such non-work day.

(a) A holiday falls on a work day if the major portion of a scheduled shift falls on the holiday.

(b) A holiday falls on a non-work day if the major portion of a scheduled shift does not fall on the holiday.

- (2) Holiday Premium Pay. Whenever scheduled work is performed on an employee's designated holiday, the employee shall be paid in addition to straight time pay, at the rate of one-half (1/2) times the employee's hourly rate of pay which shall be based on 40 hours per week for all hours worked on the holiday up to a maximum of twenty-four (24) hours; provided that when overtime work is performed on an employee's designated holiday, the employee shall be paid at the appropriate overtime rate for such overtime work.

D. All employees whose work schedules permit shall be entitled to have the holiday or the shift for that holiday off without loss of pay or benefits. For purposes of determining overtime, holidays not worked as provided herein shall be counted as time worked.

**Section 28. MEALS.**

**A. After the Normal Work Shift.**

When required to work beyond the normal work shift with less than one work shift prior notice, an employee shall be entitled to a meal after the first two (2) hours and an additional meal at the end of each five (5) hours of continuous work thereafter.

On emergency callouts, an employee shall be entitled to a meal after more than two (2) hours of continuous work and an additional meal at the end of each five (5) hours of continuous work thereafter.

If such employee is not required to return to work after eating a meal, the time allowed to eat the meal shall not be considered time worked; however, if the employee is required to work after eating a meal, the time allowed to eat the meal shall be considered time worked.

The following exceptions shall apply to the above:

- (1) An employee shall not be entitled to more than one (1) meal in a period of less than seven (7) consecutive hours although the employee may be called back to duty to perform overtime work on more than one (1) occasion during such period of time.

- (2) If the overtime work consists of an unscheduled routine work shift only, the employee shall not be entitled to meals pursuant to this subsection.

**B. During Scheduled Work Shift.**

Normal mealtimes shall consist of two (2) forty-five (45) minute periods each day



for lunch and dinner. The Fire Chief in each jurisdiction shall, after consultation with the Union or its designated representative in each jurisdiction, establish the normal mealtime hours. Changes thereafter to the mealtime hours may be made by the Fire Chief after consultation with the Union or its designated representative in each jurisdiction.

When an employee continues to be on duty for a second normal mealtime during the same scheduled work shift, the employee shall be entitled to a meal.

C. Furnishing Meals And Cost.

When employees are entitled to meals, the Employer shall furnish the meals; or at the option of the affected employees, authorize the purchase of meals at specified establishments or reimburse the employee for the reasonable cost of meal items but not to exceed six dollars and fifty cents (\$6.50) for any meal. When an employee is required to travel one day (leaving and returning on the same day) on official business to another island, the employee shall be entitled to a meal allowance of \$13.

Effective July 2, 2001, when employees are entitled to meals, the Employer shall furnish the meals; or at the option of the affected employees, authorize the purchase of meals at specified establishments or reimburse the employee for the reasonable cost of meal items but not to exceed seven dollars (\$7.00) for any meal. When an employee is required to travel one day (leaving and returning on the same day) on official business to another island, the employee shall be entitled to a meal allowance of \$20.

No employee shall be entitled to more than one meal for essentially the same time period. It shall be the responsibility of the Employer or its representatives to make suitable arrangements for employees to obtain their meals at appropriate times when they are away from their usual station assignments for extended periods of time. Meals shall be provided to employees who are away from their regular station assignments and who are engaged in fire suppression, rescue or emergency missions for extended periods. Extended periods shall mean a period of between 2 and 5 hours, as defined in each case by the Fire Chief. Under certain circumstances when it does not create a hardship to employees who are entitled to meals, the furnishing of meals may be delayed to enable their unit to return to its station. When employees are temporarily relocated without 24 hours prior notice from their usual station assignments for more than two hours, the Employer shall ensure that such employees are able to obtain their meals in a reasonably timely manner.

D. Not later than July 2, 2001, each jurisdiction shall establish Quarterly Meal Reimbursement Accounts by depositing the Meal Reimbursement Allowance (MRA) into checking accounts for each station and platoon. The MRA shall be paid for the second normal meal during the scheduled work shift and on the basis of the full platoon strength per station times the number of scheduled work shifts per month, and will be deposited into the respective checking accounts at the beginning of each quarter by the Employer.

The Employer will establish the MRA checking account for each station and platoon and the members thereof will designate a minimum of three (3) employees (provided there are at least three employees assigned) who will be authorized to sign the checks. Amounts for usual and customary bank charges (such as a standard monthly checking account charge) if any, shall be added to the quarterly deposits made by the Employer. It is understood that other charges relating to the management of the checking account (i.e., ordering checks and/or overdrafts) shall be the responsibility of the employees for whom the account is established. Each company officer (or comparable supervisor as determined by the Employer jurisdiction) will be designated as the custodian of the MRA account for the platoon and will have the

responsibility for maintaining financial check statements on a monthly basis as custodian of the MRA account and officers on the same platoon.

The employees understand the "mess" basis in that the funds distributed on the respective work shift and platoon for meals not consumed.

Purchases made from the MRA kitchen sundry items such as all payments will be made to vendors in written to "cash" or to individual employees.

MRA funds shall remain the property of the Employer and shall be accounted for pursuant to Employer policy. Funds unaccounted for may be the responsibility of the platoon custodian.

A monthly expense statement and quarterly statement shall be prepared by the Battalion or District Fire Chief. The responsibility of each platoon custodian.

The financial records and checks of the respective Battalion or District Fire Chief properly reconciled, that the reconciliation procedures, and that the funds are

**Section 29. COMPENSATORY TIME**

An employee will be scheduled for compensatory time; however, requests for compensatory time shall be made by the employee whenever possible. An employee shall be deemed to be on official leave if the employee's department head promptly or subsequently reports to the department head that the employee was sick or on leave. The employee shall be charged only for sick leave.

If an employee is not scheduled for compensatory time, it is earned, the compensatory time shall be accumulated to the limitations as prescribed in the collective bargaining agreement.

An employee who resigns or is terminated shall receive compensatory time credit earned and not used.





responsibility for maintaining financial records of the account and reconciling the check statements on a monthly basis. In the case of multiple company stations, the custodian of the MRA account may be rotated periodically among the company officers on the same platoon.

The employees understand that this MRA is to be administered on a "common mess" basis in that the funds disbursed will be for the meals for all the personnel on the respective work shift and platoon. Personnel will not be entitled to cash payments for meals not consumed.

Purchases made from the MRA will be limited to food items, condiments and kitchen sundry items such as aluminum foil and other paper products. Check payments will be made to vendors or to authorized Employer accounts only. Checks written to "cash" or to individual employees will not be authorized.

MRA funds shall remain the property of the Employer until properly expended and accounted for pursuant to Employer procedures. Any unauthorized payments or funds unaccounted for may be the basis for disciplinary and/or legal action.

A monthly expense statement will be posted on the station bulletin board and a quarterly statement shall be prepared for review by the Employer designated Battalion or District Fire Chief. The preparation of the statement will be the responsibility of each platoon custodian.

The financial records and check book for each platoon will be reviewed by the respective Battalion or District Fire Chief, who will ensure that the check books are properly reconciled, that the records are being kept in accordance with Employer procedures, and that the funds are properly accounted for.

#### **Section 29. COMPENSATORY TIME OFF.**

An employee will be scheduled for compensatory time-off by the Employer, however, requests for compensatory time-off shall be granted as requested by the employee whenever possible. An employee on compensatory time-off shall be deemed to be on official leave with pay status. An employee who notifies the department head promptly or substantiates to the satisfaction of the department head that the employee was sick on a scheduled day of compensatory time-off shall be charged only for sick leave.

If an employee is not scheduled for compensatory time-off within 60 days after it is earned, the compensatory time shall be accumulated as vacation leave, subject to the limitations as prescribed in Section 31, Vacations.

An employee who resigns or terminates service, shall be paid in cash for all compensatory time credit earned but not accumulated as vacation leave or taken as compensatory time-off.



### Section 30. WAGES.

#### A. Effective July 1, 1999:

- (1) The provisions of this Section and the salary schedule in effect on June 30, 1999, shall remain in effect and the salary schedule be designated as Exhibit A.

#### B. Effective July 2, 2001:

- (1) The salary schedule in effect on July 1, 2001 shall be amended to reflect a five percent (5%) salary adjustment as shown in the salary schedule designated as Exhibit B.
- (2) An employee who attains the following levels of service as of the employee's service anniversary date, shall receive longevity pay in the percentage amounts specified below beginning on such service anniversary date:

Level I	10 years of service	4%
Level II	15 years of service	8%
Level III	20 years of service	12%

(Note: This applies to employees who attain 10, 15 or 20 years of service on or after 7/2/01 and would receive the appropriate percentage amount on their service anniversary date.)

Employees who had been receiving longevity pay as of this date, shall continue to do so at the rates specified above.

(Note: This applies for continuation of longevity pay for employees who are already receiving longevity pay on 7/2/01. The longevity pay is adjusted based on the new salary schedule implemented on 7/2/01. Only employees at Level III would have an adjustment to their longevity pay percentage amount from 10% to 12%.)

- (3) Each employee on the payroll or who has retired prior to July 2, 2001, but who had achieved 10, 15, or 20 years of service between July 1, 1999 and July 1, 2001, shall be awarded a bonus equivalent to the cumulative adjustment to base pay that the employee would have received had the longevity adjustment provisions been effective July 1, 1999 plus 12% of said cumulative adjustment amount. For purposes of calculating the bonus, the following percentage amounts shall be used beginning on the employee's service anniversary date:

Level I	10 years of service	4%
Level II	15 years of service	8%
Level III	20 years of service	10%

Such employee shall further receive longevity pay in the percentage amounts specified in B. (2).

(Note: This applies to employees as well as retirees who attained 10, 15 or 20 years of service between 7/1/99 and 7/1/01. For example, a Fire Fighter III, SR 21 on Level II attains 20 years of service on 10/1/99. The employee's bonus is calculated as follows:

[Level III amount less Level II amount times # months) + 12%

[\$351 - \$281 X 21 months = \$70 X 21 = \$1470 + 176.40 = 1646.40 bonus]

In addition to the bonus, the employee would also begin receiving the new Level III percentage amount on 7/2/01.)

#### C. Effective January 1, 2002, each employee with 25 or more years of service on December 31, 2001, who salary continues to be below the maximum step shall have the employee's salary changed to the maximum step in the employee's SR.

#### D. Effective July 1, 2002, the salary schedule in effect on June 30, 2002, shall be amended to reflect a five percent (5%) salary adjustment as shown in the salary schedule designated as Exhibit C.

E. Longevity pay shall be based on service anniversary date shall be periods of time not creditable as per 30-A. Compensation Adjustment

Notwithstanding any provision receiving longevity pay and who repriced upward shall have the appropriate the maximum step of the higher salary. F. The term "service" as it is used by the Employer in an existing or previously been included in or excluded from as the exclusive bargaining representative. Collective Bargaining in Public Employees time employment service as a union Employer jurisdictions prior to this representative. Service through this section as provided in Section Adjustments.

- (1) The term "service" as it is used for longevity pay, shall be redefined.

- (2) The term "service" as it is used shall include service in all Employer jurisdictions.

G. Longevity pay shall be in addition to the same manner as the employee's salary based on the applicable percentage.

(H) in the employee's salary range base pay and shall be treated in increments involving less than a full range.

H. For the purpose of the Agreement, dividing the annual rate of pay by 52).

### Section 30-A. COMPENSATION

#### A. General Provisions.

- (1) For purposes of clarification, the applicable where an employee is re-priced, except as specified.

- (2) For purposes of this Section, assigned to the salary range. For an employee "basic rate of pay" shall be the rate is receiving as remuneration, not including any difference.

- (3) When the effective date of adjustments shall be made:

- (a) Increment;
- (b) Negotiated wage increase;
- (c) Changeover to a new salary schedule;
- (d) Repricing;
- (e) Promotion;



E. Longevity pay shall be based on the maximum step (H) of the employee's SR. The service anniversary date shall be the employee's last date of hire (adjusted for periods of time not creditable as provided in subsection J. Longevity Pay of Section 30-A. Compensation Adjustments).

Notwithstanding any provision to the contrary, a regular employee who is receiving longevity pay and who is promoted or whose position is reallocated or repriced upward shall have the applicable longevity pay amount adjusted based on the maximum step of the higher salary range.

F. The term "service" as it is used in this section shall mean employment service for the Employer in an existing or previously existing class or position which is or has been included in or excluded from the bargaining unit for which the Union is certified as the exclusive bargaining representative under the provisions of the Hawaii Collective Bargaining in Public Employment Law. Such service shall include full-time employment service as a uniformed member of the Fire Departments of the Employer jurisdictions prior to the Union's certification as exclusive bargaining representative. Service throughout a work year shall be creditable for purposes of this section as provided in Section J, Longevity Pay of Section 30-A. Compensation Adjustments.

(1) The term "service" as it is used in this section relating to pay other than longevity pay, shall be restricted to the employee's current employer only.

(2) The term "service" as it is used in this section relating to longevity pay shall include service in all Employer jurisdictions.

G. Longevity pay shall be in addition to the employee's regular salary and paid in the same manner as the employee's regular salary. The longevity pay amount shall be based on the applicable percentage of the monthly salary rate of the maximum step (H) in the employee's salary range. Longevity pay shall be included in the employee's base pay and shall be treated in the same manner as salary in computing adjustments involving less than a full month's pay.

H. For the purpose of the Agreement, the hourly rate of pay shall be derived by dividing the annual rate of pay by (the applicable average hours of work per week x 52).

#### **Section 30-A. COMPENSATION ADJUSTMENTS.**

##### **A. General Provisions.**

(1) For purposes of clarification, the provisions of this Section shall not be applicable where an employee moves from one governmental jurisdiction to another, except as specifically provided herein.

(2) For purposes of this Section, "basic rate of pay" means the rate of pay assigned to the salary range and step an employee is receiving as compensation. For an employee whose position is not assigned to the salary range, "basic rate of pay" shall mean the actual rate of compensation the employee is receiving as remuneration for services performed in a particular position, not including any differentials.

(3) When the effective dates of more than one personnel action coincide, pay adjustments shall be made in the following order:

- (a) Increment;
- (b) Negotiated wage increase;
- (c) Changeover to a new pay schedule;
- (d) Repricing;
- (e) Promotion;



- (f) Reallocation;
- (g) Longevity pay;
- (h) Other personnel actions.

- (4) A leave of absence without pay shall end upon the day before the first working day an employee properly reports for duty, and an employee shall be entitled to receive compensation as of the first working day the employee properly reports for duty. Each calendar day from the beginning to the end of an employee's leave of absence without pay shall be charged as leave without pay provided that an employee who is granted a leave of absence without pay and who returns to duty after being absent from work for only one working day or less, shall be charged for one day of leave of absence without pay or less, as applicable, even though one or more scheduled or normal non-working days or a holiday may have preceded the employee's return to duty.
- (5) Pay adjustments for employees who work less than a normal month shall be computed pursuant to the following formula: Employee's monthly basic rate of pay plus Permanent Differential (PD), Temporary Differential (TD), Conversion Differential (CD), Temporary Compression Differential (TCD), or Longevity Differential (LD) as applicable multiplied by (number of days worked divided by number of working days in a month, including holidays).
- (6) An employee who suffers a disabling personal injury arising out of and in the course of employment, except for an injury caused by the employee's negligence, willful intention to injure the employee or others, or by the employee's intoxication or because of the influence of a non-prescribed controlled substance, shall be credited for a full day's work on the day of the injury regardless of the time the employee is injured.
- (7) An employee who initially was properly compensated following a promotion, the adoption of a new pay schedule, a temporary assignment, pricing or repricing, or any other personnel action affecting pay, shall not be required to make reimbursement when it is found subsequently that an overpayment in salary occurred due to the retroactive feature of a position classification action. However, the proper pay adjustment shall be made as of the first pay period following the date of notice of action by the director.
- (8) If an employee's pay check was computed on the basis of anticipated hours worked and authorized paid time off from work, but the employee is absent from work and the entire absence cannot be considered as authorized paid time off from work, the Employer shall make appropriate adjustments to the employee's subsequent pay check(s).

B. Compensation Adjustment Upon Promotion.

- (1) "Promotion" means the movement of a regular employee from the position in which the employee last held a permanent appointment to a vacant civil service position assigned to a class with a higher pay range in the salary schedule.
- (2) A regular employee who is promoted shall be compensated at the lowest step in the higher salary range which rate exceeds the employee's basic rate of pay by five percent. If there is no step in the higher pay range which rate exceeds the employee's basic rate of pay by at least five percent, the employee shall be compensated at the maximum step in the higher pay range, or at the employee's basic rate of pay, whichever is greater.
- (3) Regular employees who return to their permanent positions after a limited term promotion shall be compensated as though they had remained in their permanent positions continuously.

C. Compensation Adjustment Upon Demotion.

(1) Definitions:

- (a) "Demotion" means the movement of an employee from a service position assigned to a lower pay range in the salary schedule.
- (b) "Demotion due to a reorganization" means a demotion as a result of a reorganization.
- (c) "Demotion to avoid layoff" means a demotion to avoid being laid off.
- (d) "Disciplinary demotion" means a demotion as a result of disciplinary authority for disciplinary reasons.
- (e) "Involuntary demotion" means a demotion as a result of disciplinary authority due to the failure to meet qualifications for the position.
- (f) "Non-service connected demotion" means a demotion of an employee to a vacant position in a lower pay range in the salary schedule other than the employee's position.
- (g) "Service connected demotion" means a demotion of a regular employee or a vacant civil service position in the salary schedule performing the duties of the position.
- (h) "Voluntary demotion" means a demotion as a result of disciplinary authority granted by the appointing authority.

(2) Disciplinary or Involuntary Demotion.

- (a) A regular employee who is demoted for disciplinary reasons shall be compensated at the lowest step in the lower salary range.
- (b) Upon release from a disciplinary demotion, a regular employee shall remain in the form of a regular employee.

(3) Demotion to Avoid Layoff or Disability Demotion.

An employee who is demoted to avoid layoff or disability demotion shall retain the employee's basic rate of pay.

- (a) If the employee's basic rate of pay is in the lower salary range, the employee shall be compensated at the lowest step in the lower salary range whose rate is at least five percent above the employee's basic rate of pay and shall be entitled to the next higher step in the lower salary range.
- (b) If the employee's basic rate of pay is in the higher salary range, the employee shall be compensated at the maximum step in the higher salary range and shall be entitled to the next higher step in the higher salary range.

(4) Non-Service Connected Demotion.

An employee who is demoted for non-service connected reasons shall be compensated at the lowest step in the lower salary range.

- (a) A regular employee who is demoted for non-service connected reasons shall be compensated at the lowest step in the lower salary range.





C. Compensation Adjustment Upon Demotion.

(1) Definitions:

- (a) "Demotion" means the movement of a regular employee from the position in which the employee last held a permanent appointment to a vacant civil service position assigned to a class with a lower pay range in the salary schedule.
- (b) "Demotion due to a reorganization" means a demotion of an employee as a result of a reorganization action.
- (c) "Demotion to avoid layoff" means a demotion accepted by an employee to avoid being laid off.
- (d) "Disciplinary demotion" means a demotion action taken by the appointing authority for disciplinary reasons.
- (e) "Involuntary demotion" means a demotion action taken by the appointing authority due to the employee's inability to perform the duties and responsibilities of the employee's position, or due to the employee's failure to meet qualification requirements for the position.
- (f) "Non-service connected disability demotion" means the movement of an employee to a vacant civil service position assigned to a class with a lower pay range in the salary schedule, due to a disability sustained by the employee *other than while performing the duties and responsibilities of the employee's position*.
- (g) "Service connected disability demotion" means the movement of a regular employee or an employee serving an initial probationary period to a vacant civil service position assigned to a class with a lower pay range in the salary schedule, due to a disability sustained by the employee while performing the duties and responsibilities of the employee's position.
- (h) "Voluntary demotion" means a demotion requested by an employee and granted by the appointing authority.

(2) Disciplinary or Involuntary Demotion.

- (a) A regular employee who is involuntarily demoted or who is demoted for disciplinary reasons shall be compensated at the corresponding step in the lower salary range or any lower step in the lower salary range.
- (b) Upon release from a disciplinary demotion given on a temporary basis, a regular employee shall be compensated as though the employee had remained in the former position continuously.

(3) Demotion to Avoid Layoff; Demotion due to Reorganization; Service Connected Disability Demotion.

An employee who accepts a demotion to avoid layoff; or is demoted due to a reorganization; or who receives a service connected disability demotion, shall retain the employee's basic rate of pay; provided:

- (a) If the employee's basic rate of pay falls between two steps in the lower pay range, the employee shall be compensated at the step in the lower pay range whose rate is immediately below the employee's basic rate of pay and shall be entitled to a TD.
- (b) If the employee's basic rate of pay falls above the maximum step in the lower pay range, the employee shall be compensated at a maximum step and shall be entitled to a TD.

(4) Non-Service Connected Disability Demotion.

An employee who receives a non-service connected disability demotion shall be compensated as provided below.

- (a) A regular employee who has fifteen or more years of continuous service



in the civil service of the employee's governmental jurisdiction shall retain the employee's basic rate of pay; provided that:

1) If the employee's basic rate of pay falls between two steps in the lower pay range, the employee shall be compensated at the step in the lower pay range whose rate is immediately below the employee's basic rate of pay and shall be entitled to a TD.

2) If the employee's basic rate of pay falls above the maximum step in the lower pay range, the employee shall be compensated at the maximum step and shall be entitled to a TD.

(b) A regular employee with at least five years but less than fifteen years of continuous service in the civil service of the employee's governmental jurisdiction shall retain the employee's basic rate of pay for a period beyond the effective date of the demotion as follows:

Years of Service	Months of Compensation Retention
5	12
6	14
7	16
8	18
9	20
10	22
11	24
12	26
13	28
14	30

1) If the employee's basic rate of pay falls between two steps in the lower pay range, the employee shall be compensated at the step in the lower pay range whose rate is immediately below the employee's basic rate of pay and shall be entitled to a TD.

2) If the employee's basic rate of pay falls above the maximum step in the lower pay range, the employee shall be compensated at the maximum step and shall be entitled to a TD.

(c) The basic rate of pay of a regular employee with less than five years of continuous service in the civil service of the employee's governmental jurisdiction, or a regular employee whose retention period as prescribed in the subsection C. (4) (b) has expired, shall be adjusted in the manner of adjustments for service connected disability demotion, provided the employee shall not be entitled to a TD.

(5) Voluntary Demotion.

(a) A regular employee who accepts a voluntary demotion shall be compensated at the highest step in the lower pay range which rate is not greater than ninety-five percent of the employee's basic rate of pay. If there is no step in the lower pay range which rate is not greater than ninety-five percent of the employee's basic rate of pay, the employee shall be compensated at the minimum step.

(b) Upon return to the position in which an employee last held a permanent appointment, a regular employee who is demoted on a temporary or provisional appointment basis shall be compensated as though the employee had remained in the former position continuously.

D. Compensation Adjustment Upon Transfer

- (1) "Transfer" means the movement of an employee from one service position which the employee last held to another service position which is in the same pay range in the same pay range in the same pay range.
- (2) A regular employee who is transferred shall be entitled to a TD of pay.

E. Compensation Adjustment Upon

(1) Definitions:

(a) "Reallocation Downward" means the assignment of an employee to a lower pay range.

(b) "Reallocation Upward" means the assignment of an employee to a higher pay range.

(2) Compensation following reallocation shall be adjusted in the manner as adjustments for promotion.

(3) Compensation adjustment for reallocation prescribed in subsection C. (4) (b) due to disciplinary, involuntary, or voluntary demotion shall be adjusted in the manner as adjustments for promotion.

(4) Compensation following reallocation shall be adjusted in the manner as adjustments for promotion.

F. Compensation Adjustment Upon

(1) The basic rate of pay of an employee who is reprinted to a higher pay range for promotion shall be adjusted in the manner as adjustments for promotion.

(2) The basic rate of pay of an employee who is reprinted to a lower pay range shall be adjusted in the manner as adjustments for promotion.

G. Compensation of Employees Selected From a Recruitment Above the Minimum

Notwithstanding any other provision to the contrary, an employee selected from an open competitive recruitment who is compensated at a rate determined by the open competitive list; provided that the amount the employee would be compensated in accordance with the applicable provisions shall be adjusted in the manner as adjustments for promotion.

H. Compensation for Temporary Assignment

(1) Except as provided in subsection G, an employee who performs temporary assignment in a higher pay range in the same pay range as adjustments for promotion was receiving shall not be compensated at the rate of the employee while performing temporary assignment if the employee's adjusted entry rate has been determined by the employee's pay, when adjusted hereunder, shall be entitled to an additional amount in the amount of the difference between the employee's entry rate prescribed by the applicable provisions and the entry rate of a temporary assignment in the same pay range.



- (1) "Transfer" means the movement of a regular employee from the position in which the employee last held a permanent appointment to a vacant civil service position which is in the same class or in a different class assigned to the same pay range in the salary schedule.
  - (2) A regular employee who is transferred shall continue at the same basic rate of pay.
- E. Compensation Adjustment Upon Reallocation.
- (1) Definitions:
    - (a) "Reallocation Downward" means the reallocation of a position to a class assigned to a lower pay range in the salary schedule.
    - (b) "Reallocation Upward" means the reallocation of a position to a class assigned to a higher pay range in the salary schedule.
  - (2) Compensation following reallocation upwards shall be adjusted in the manner as adjustments for promotion.
  - (3) Compensation adjustment for a reallocation downward shall be in the manner prescribed in subsection C.(3). However, when downward reallocations are due to disciplinary, involuntary, or voluntary reasons, the employee's basic rate of pay shall be adjusted in the manner as adjustments for disciplinary, involuntary, or voluntary demotions, as applicable.
  - (4) Compensation following reallocation of a position in a class to the same pay range shall be adjusted in the manner of adjustments for transfer.
- F. Compensation Adjustment Upon Repricing.
- (1) The basic rate of pay of an employee whose position is in a class which is repriced to a higher pay range shall be adjusted in the manner as adjustments for promotion.
  - (2) The basic rate of pay of an employee whose position is in a class which is repriced to a lower pay range shall be adjusted in the manner as adjustments are prescribed in subsection C.(3).
- G. Compensation of Employees Selected From an Open Competitive List Resulting From a Recruitment Above the Minimum.

Notwithstanding any other provision in this Section, employees selected through an open competitive recruitment which permits hiring above the first step may be compensated at a rate determined by the employer upon their appointment from the open competitive list; provided that the amount the employee will receive is not less than the amount the employee would have received if the employees were compensated in accordance with the applicable provisions in this Section.

H. Compensation for Temporary Assignment Performed.

Compensation for temporary assignment shall be as follows:

- (1) Except as provided in subsection H.(6), the basic rate of pay of an employee who performs temporary assignment involving a position assigned to a class in a higher pay range in the salary schedule shall be adjusted in the manner as adjustments for promotion except that any TD or CD which the employee was receiving shall not be added to the basic rate of pay but shall be retained by the employee while performing the temporary assignment. Any employee who performs temporary assignment involving a position for which an adjusted entry rate has been prescribed by the employer, and whose rate of pay, when adjusted hereunder is below the adjusted entry rate, shall be entitled to an additional amount of compensation which shall be the difference between the employee's adjusted basic rate of pay and the adjusted entry rate prescribed by the employer. This difference, to be referred to as a temporary assignment differential, (TAD) shall not be considered as part of



the employee's base pay. The TAD shall end upon completion of the temporary assignment.

- (2) An employee who performs a temporary assignment involving a position assigned to the same or lower pay range in the salary schedule shall continue to be compensated at the employee's basic rate of pay prior to the temporary assignment. It is provided that any employee who performs temporary assignment involving a position for which an adjusted entry rate has been prescribed by the employer, and whose basic rate of pay is below the adjusted entry rate, shall be entitled to an additional amount of compensation which shall be the difference between the employee's basic rate of pay and the adjusted entry rate prescribed by the employer. This difference, to be referred to as a temporary assignment differential, (TAD) shall not be considered as part of the employee's base pay. The TAD shall end upon completion of the temporary assignment.
- (3) Whenever a temporary assignment involves the assumption of duties and responsibilities of an exempt position not assigned to a salary range (regardless of whether the exempt position is within the bargaining unit or outside the bargaining unit), employees will be compensated at the prescribed statutory rate of pay if such rate is higher than the employee's existing basic rate of pay. If there is no prescribed statutory rate, the appointing authority may exercise discretion in setting compensation for temporary assignment; provided, the compensation shall be no less than the employee's basic rate of pay.
- (4) Whenever a temporary assignment is made to an exempt employee whose position is not assigned to the salary schedule and whose temporary assignment involves the assumption of the significant duties and responsibilities of a position assigned to a salary schedule outside the bargaining unit, the following will be used to determine whether the assignment is to a higher pay range:
  - (a) The maximum rate for the class to which temporary assignment is made is higher than the employee's existing rate; provided, the dollar difference between the two is more than 5% of the employee's existing basic rate of pay.
  - (b) If the temporary assignment is to a position in a higher pay range, as determined above, the employee will be compensated at that step in the higher pay range which exceeds the employee's existing rate by 5%. If there is no step in the higher range which rate exceeds the employee's basic rate of pay by at least 5%, the employee shall be compensated at the maximum step in the higher pay range or at the employee's basic rate of compensation, whichever is greater.
  - (c) If the temporary assignment does not involve a higher pay range as determined above, the employee shall be compensated pursuant to subsection H.(2).
  - (d) TAD shall be provided in the same manner as provided in subsection H.(1) and H.(2).
- (5) Whenever a temporary assignment involves the assumption of the duties and responsibilities of a position in the Excluded Managerial Compensation Plan (EMCP), such assignment shall be compensated in accordance with the provisions that are applicable to Excluded Managerial (EM) employees.
- (6) Compensation adjustments shall not be provided for the following:
  - (a) An employee whose position includes assuming the duties and responsibilities of the employee's superior in the absence of the superior and

which assignment is and pricing.

- (b) An employee who performs formal training agreed to by the head and approved

I. Differential Pay.

- (1) Temporary Differential Pay.
  - (a) An employee shall be compensated as provided in this Section for the difference between the employee's new basic rate of pay and the employee's basic rate of pay.
  - (b) The TD pay shall not be considered as part of the employee's base pay.
  - (c) The TD pay shall be provided in addition to the employee's basic rate of pay, and shall be repricing upward at least 5% greater than or equal to the employee's basic rate of pay.
  - (d) When an employee's position is reallocated, the TD pay shall be continued.
- (2) Permanent Differential Pay.
  - (a) An employee shall be compensated as provided in this Section for the difference between the employee's new basic rate of pay and the employee's basic rate of pay.
  - (b) The PD pay shall not be considered as part of the employee's base pay.
  - (c) The PD pay shall be provided in addition to the employee's basic rate of pay, and shall be repricing upward at least 5% greater than or equal to the employee's basic rate of pay.
  - (d) When an employee's position is reallocated, the PD pay shall be continued.
- (3) Conversion Differential Pay.
  - (a) An employee shall be compensated as provided in this Section for the difference between the employee's new basic rate of pay and the employee's basic rate of pay.
  - (b) The CD pay shall not be considered as part of the employee's base pay.
  - (c) The CD pay shall be provided in addition to the employee's basic rate of pay, and shall be repricing upward at least 5% greater than or equal to the employee's basic rate of pay.
  - (d) When an employee's position is reallocated, the CD pay shall be continued.
- (4) Temporary Compression Differential Pay.
  - (a) An employee shall be compensated as provided in this Section for the difference between the employee's new basic rate of pay and the employee's basic rate of pay.
  - (b) The TCD pay shall not be considered as part of the employee's base pay.
  - (c) The TCD pay shall be provided in addition to the employee's basic rate of pay, and shall be repricing upward at least 5% greater than or equal to the employee's basic rate of pay.
  - (d) When an employee's position is reallocated, the TCD pay shall be continued.





which assignment is recognized in the employee's position classification and pricing.

- (b) An employee who performs duties in accordance with the terms of a formal training agreement entered into with the employee's department head and approved by the director.

I. Differential Pay.

(1) Temporary Differential Pay.

- (a) An employee shall be eligible for temporary differential pay as may be provided in this Section. The amount of TD pay shall be the difference between the employee's basic rate of pay prior to the action taken and the employee's new basic rate of pay.
- (b) The TD pay shall not be considered part of an employee's basic rate of pay.
- (c) The TD pay shall be reduced by an amount equal to any adjustment in the employee's basic rate of pay due to promotion, upward reallocation, or repricing upward actions. When the adjustment due to these actions is greater than or equal to the TD pay, the TD pay shall be terminated.
- (d) When an employee with TD pay is demoted or transferred, or whose position is reallocated to a class in the same or lower pay range, the TD shall be continued in the new pay range.

(2) Permanent Differential Pay.

- (a) An employee shall be eligible for permanent differential (PD) pay as may be provided in Section 30, Wages, of the Agreement. The amount of PD shall be the difference between the employee's basic rate of pay prior to the action taken and the employee's new basic rate of pay.
- (b) The PD pay shall not be considered part of an employee's basic rate of pay.
- (c) The PD pay shall not be affected by either salary adjustments or promotion, demotion, reallocation of the employee's position, or repricing of the class to which the employee's position is assigned but shall be continued in the new pay rate or range.

(3) Conversion Differential Pay.

- (a) An employee shall be eligible for conversion differential (CD) pay as may be provided in Section 30, Wages, of the Agreement. The amount of CD shall be the difference between the employee's basic rate of pay prior to the action taken and the employee's new basic rate of pay.
- (b) The CD pay shall not be considered part of an employee's basic rate of pay.
- (c) The CD pay shall be reduced by an amount equal to any adjustment in the employee's basic rate of pay due to promotion, upward reallocation, or repricing upward actions. When the adjustment due to these actions is greater than or equal to the CD pay, the CD pay shall be terminated.
- (d) When an employee with CD pay is demoted or transferred, or whose position is reallocated to a class in the same or lower pay range, the CD shall be continued in the new pay range.

(4) Temporary Compression Differential Pay.

- (a) An employee shall be eligible for temporary compression differential (TCD) pay as may be provided in Section 30, Wages, of the Agreement. The amount of TCD pay shall be the difference between the employee's basic rate of pay prior to the action taken and the employee's new basic rate of pay.



- (b) The TCD pay shall not be considered part of an employee's basic rate of pay.
- (c) The TCD pay shall be reduced by an amount equal to any adjustment in the employee's basic rate of pay upon attaining an equal or higher regular salary.
- (d) When an employee with TCD pay is demoted or transferred, or whose position is reallocated to a class in the same or lower pay range, the TCD shall be continued in the new pay range.

J. Longevity Pay.

- (1) Longevity pay means a payment at specific years of service to an employee in the maximum step of the salary range or as otherwise provided herein. Longevity pay shall be included in the employee's base pay and shall be treated in the same manner as salary in computing adjustments involving less than a full month's pay.
- (2) Creditable Service for Longevity Pay.
  - (a) Service throughout a work year shall be creditable for computation of service provided that:
    - 1) absences without pay, except as provided in (b) below; or
    - 2) absences due to suspension shall be considered time not creditable and shall be made up by rendering a period of service equal to the time not creditable.
  - (b) A period of authorized leave without pay for the following purposes shall be construed as creditable service:
    - 1) to pursue a course of instruction relating to the employee's work,
    - 2) to engage in research, relating to the employee's work,
    - 3) to render services at the State legislature,
    - 4) to serve on loan by contract to another government,
    - 5) to be on sabbatical leave,
    - 6) to be on military service,
    - 7) to recuperate from an injury for which weekly worker's compensation payments are made,
    - 8) to work in an exempt position.
- (3) Effect of Personnel Actions.
  - (a) Promotion, Demotion, Reallocation or Repricing
    - 1) A regular employee who is receiving longevity pay and who is promoted or whose position is reallocated or repriced upward shall have the applicable longevity pay percentage adjusted based on the maximum step of the higher pay range.
    - 2) A regular employee who is receiving longevity pay and who is demoted or whose position is reallocated or repriced downward shall have the applicable longevity pay percentage adjusted based on the maximum step of the employee's lower pay range.
  - (b) Transfer
 

A regular employee who is receiving longevity pay and who is transferred shall continue to receive the same longevity pay.
  - (c) Temporary Assignment
 

A regular employee who is receiving longevity pay and who performs temporary assignment shall continue to receive longevity pay in accordance with subsection J.(3)(a)1).

K. Compensation Adjustments for

- (1) Movements of non-regular employees shall be classified as promotion or demotion as new appointments are made. Appointments shall be as follows:
  - (2) A non-regular employee who was serving as a non-regular employee shall be assigned to the same salary.
  - (3) A non-regular employee who was serving as a non-regular employee shall be assigned to the same class and in the same salary range.
  - (4) Non-regular employees shall be assigned to initial probational or permanent positions at the same basic rate of pay as the employees who were serving as non-regular employees.
  - (5) The compensation of a non-regular employee shall be as described in the initial step of the salary range.

L. Compensation Adjustments for Exempt Employees, Or Whose Exempt

- (1) Exempt employees who are promoted or whose position is reallocated or repriced shall be considered as promotion or demotion as new appointments are made. Appointments shall be as follows:
  - (2) An exempt employee who is promoted or whose position is reallocated or repriced shall retain the basic rate of pay prior to being granted civil service status.
  - (a) If the employee's rate of pay is below the schedule, the employee shall be assigned to the schedule.
  - (b) If the employee's rate of pay is above the schedule, the employee shall be assigned to the schedule.
  - (c) If the employee's rate of pay is above the schedule, the employee shall be assigned to the schedule.
- (3) Exempt employees shall be assigned to positions other than as described in the initial step of the salary range.

M. Compensation Adjustments for

- Movements of employees shall be classified as promotion or demotion as new appointments are made. Appointments shall be as follows:
  - (1) The employee shall be assigned to the same salary range as the employee who was serving as a non-regular employee.
  - (2) If there is no prescribed salary range, the appointing authority shall determine the salary range.

N. Compensation Adjustments for Exempt Employees, Or Whose Exempt

- (1) Regular employees shall be assigned to positions other than as described in the initial step of the salary range.



K. Compensation Adjustments for Non-Regular Employees

- (1) Movements of non-regular employees to other civil service positions shall not be classified as promotions, transfers, or demotions, but shall be considered as new appointments and compensation adjustments upon these new appointments shall be as prescribed in this section.
- (2) A non-regular employee who is moved from the position in which the employee was serving a probational appointment to another position assigned to the same salary range shall continue at the same basic rate of pay.
- (3) A non-regular employee who is moved from the position in which the employee was serving as a temporary appointment to another position in the same class and in the same department shall continue at the same basic rate of pay.
- (4) Non-regular employees serving temporary appointments who are converted to initial probational or permanent appointments in the same positions that the employees were serving temporary appointments will continue to receive the same basic rate of pay they were receiving while serving temporary appointments.
- (5) The compensation of a non-regular employee after a personnel transaction other than as described in subsections K.(2), K.(3), and K.(4), shall be at the initial step of the salary range.

L. Compensation Adjustments for Exempt Employees Accepting Civil Service Appointments, Or Whose Exempt Positions Are Converted to Civil Service Positions.

- (1) Exempt employees who move to civil service positions or who are granted civil service status pursuant to legislation shall not have the transaction considered as promotions, transfers, or demotions. Such transactions shall be considered new appointments and pay adjustments upon these new appointments shall be as prescribed in this section.
- (2) An exempt employee who is granted civil service status pursuant to legislation shall retain the basic rate of pay the employee was receiving immediately prior to being granted civil service status; provided:
  - (a) If the employee's rate of pay falls between two steps in the salary schedule, the employee shall be compensated at the lower step.
  - (b) If the employee's rate of pay falls below the minimum step of the salary schedule, the employee shall be compensated at the minimum step.
  - (c) If the employee's rate of pay falls above the maximum step of the salary schedule, the employee shall be compensated at the maximum step.
- (3) Exempt employees selected from an open competitive list to civil service positions other than as described in subsection L.(1), shall be compensated at the initial step of the salary range.

M. Compensation Adjustments for Employees Moving to Exempt Appointments.

Movements of employees to exempt positions shall not be classified as promotions, transfers, or demotions, but shall be considered as new appointments and compensation adjustments upon these new appointments shall be as follows:

- (1) The employee shall be compensated at the prescribed statutory rate for the exempt position; or,
- (2) If there is no prescribed statutory rate, then the rate determined by the appointing authority.

N. Compensation Adjustments for Regular Employees Serving Limited Term Appointments, Temporary Appointments, or New Probational Appointments in Another Position.

- (1) Regular employees serving limited term appointments, temporary appoint-



ments, or new probational appointments, who are promoted, transferred, or demoted, or whose permanent position is reallocated or repriced shall have their compensation adjusted from their permanent positions pursuant to sections B., C., D., E., or F., as applicable, except as follows:

(a) An employee who is moved from the position in which the employee was serving a probational appointment to another position assigned to the same salary range shall continue at the same basic rate of pay.

(b) An employee who is moved from the position in which the employee was serving a temporary appointment to another position in the same class and in the same department shall continue at the same basic rate of pay.

(2) Regular employees serving limited term or other temporary appointments who are converted to probational or permanent appointments in the same positions that they were serving on a limited term or other temporary appointment basis shall continue to receive the same basic rate of pay they were receiving while serving the limited term or temporary appointment.

#### O. Compensation Adjustments Following an Intergovernmental Movement Made Pursuant to Law.

When an intergovernmental movement has been made pursuant to law, the compensation of the regular employee involved shall be adjusted as follows:

(1) If the result of the intergovernmental movement is that the employee moves to a position assigned to a class with a higher pay range in the salary schedule than the previous pay range, the employee's compensation shall be adjusted in the manner as adjustments for promotion.

(2) If the result of the intergovernmental movement is that the employee moves to a position assigned to a class with the same pay range in the salary schedule as the previous pay range, the employee's compensation shall be adjusted in the manner of adjustments for transfer.

(3) If the result of intergovernmental movement is that the employee moves to a position assigned to a class with a lower pay range in the salary schedule than the previous pay range, the employee's compensation shall be adjusted in the manner as adjustments for voluntary demotion.

#### P. Other Compensation Adjustments.

Compensation adjustments not expressly provided for by this Section but necessitated by authorized personnel movements or situations shall be made by the director of personnel services, or director of civil service, as applicable; provided that consultation shall take place with the Union prior to effecting any adjustment under this section.

As a result of discussions between the Union and the Employer concerning the Unit 11 salary schedule with its single rate pay range which is applicable to the entry level for non-regular employees; and concerning compensation adjustments affecting regular employees who are not in Bargaining Unit 11 (BU 11) but are promoted, transferred or demoted to BU 11, the Employer will adhere to the following interpretation:

Entry to the Unit 11 salary schedule shall be at the lowest step. All jurisdictions will interpret their personnel rules so that the Unit 11 salary schedule will be considered as a "compressed salary schedule with a single rate pay range."

### Section 31. VACATIONS.

Employees other than those assigned to 24-hour shifts shall earn vacation leave at the rate of one and three-quarters working days for each month of service. If such employee renders less than a month of service, the employee's vacation allowance shall be computed as follows:

#### Actual Days of Service

1 to 3

4 to 6

7 to 9

10 to 12

13 to 15

16 to 18

19 or more

Employees assigned to 24-hour shifts of ten (10) working shifts for each year of service, the employee's vacation shall be computed on the basis of one-twelfth (1/12) of the employee's salary. If such employee works less than a year, the employee's salary is received, the employee's vacation shall be computed on the basis of the working shift not to exceed 20 hours.

When a change occurs to the schedule and other schedules, the employee shall be entitled to the equivalent amount for the change.

Except as hereinafter otherwise provided, an employee while on authorized leave shall not be entitled to vacation.

No vacation shall accrue:

A. During the period of an authorized leave when employment terminates.

B. While the employee is on leave for any other reason.

C. During any period of unauthorized absence.

D. During any period of unauthorized absence.

E. During any period of unauthorized absence.

An employee serving on an authorized leave or a provisional appointment shall be entitled to vacation during the term of the provisional appointment. If the employee is appointed to a permanent position during the term of the provisional appointment, the employee shall be entitled to the vacation allowances earned and accrued during the term of the provisional appointment. If an employee does not become a regular employee, the vacation allowance shall be available to the regular employee who receives the employee's vacation allowance. The employee shall be considered to be a regular employee for the purpose of vacation allowance.

It shall be the duty of an employee to inform the department head, an applicant, or the Employer.

Such application must be filed with the department head on or before the date of such vacation to make necessary arrangements for authorized leave. If notice is not given as required, the employee shall be considered to be a regular employee for the purpose of vacation allowance. However, the department head may, in emergency situations or extraordinary circumstances, waive the requirement.

When a vacation is requested, the employee shall be considered to be a regular employee for the purpose of vacation allowance.





<u>Actual Days of Service</u>	<u>Working Days of Leave</u>
1 to 3	0
4 to 6	1/2
7 to 9	3/4
10 to 12	1
13 to 15	1-1/4
16 to 18	1-1/2
19 or more	1-3/4

Employees assigned to 24-hour work shifts shall earn vacation leave at the rate of ten (10) working shifts for each year of service. If such employee renders less than a year of service, the employee's vacation allowance for such year shall be computed on the basis of one-twelfth (1/12) of one (1) full year's leave for each month of service. If such employee works less than a calendar month for which less than a full month's salary is received, the employee shall earn two (2) hours vacation leave for each working shift not to exceed 20 hours per month.

When a change occurs to an employee's work shift between the 24-hour schedule and other schedules, the employee's vacation credits shall be converted to the equivalent amount for the currently assigned work shift.

Except as hereinafter otherwise provided, vacation allowance shall accrue to an employee while on authorized leave with pay.

No vacation shall accrue:

- A. During the period of any vacation leave or sick leave granted when the employment terminates or is to terminate at the end of such leave;
- B. While the employee is on leave without pay, except for the period the employee is on leave for disability and is being paid workers' compensation therefor;
- C. During any period of valid suspension for disciplinary reasons;
- D. During any period of unauthorized leave;
- E. During any period the employee is on sabbatical leave.

An employee serving on an emergency, temporary appointment outside the list, or a provisional appointment shall not be entitled to a vacation with pay. However, a provisional appointee shall be entitled to earn and accrue vacation allowances during the term of the provisional appointment and if upon termination of such provisional appointment the employee receives probationary or limited term or permanent appointment in the same position, the employee shall be credited with the allowances earned and accrued during the provisional appointment and if the employee does not become such limited term, probationary or regular employee, the vacation allowance shall be automatically forfeited. It is provided, however, that a regular employee who receives a promotion through a provisional appointment shall be considered to be a regular employee and shall continue to earn vacation allowance.

It shall be the duty of an employee desiring to take vacation leave to submit to the department head, an application for such vacation on a form prescribed by the Employer.

Such application must be filed at least 15 days prior to the proposed commencement date of such vacation to enable the department head concerned to make the necessary arrangements for any readjustment of work in the department. If advance notice is not given as required, the department head may deny the vacation request. However, the department head may waive the requirement of advance notice when emergency situations or extraordinary circumstances arise.

When a vacation is requested upon proper application by an employee, it shall



be granted to and taken by the employee at such time or times as the department head may designate. However, wherever possible, the department head shall grant the vacation as requested or as close to the requested period as the exigencies or conditions of the department will permit so as to prevent any forfeiture of vacation allowance.

When a vacation is granted it may include, at the request of the employee, all accumulated and accrued vacation allowance up to the end of the employee's last full month of service immediately preceding the commencement of the vacation; *provided, an employee shall not be granted or permitted to take a vacation in any calendar year in excess of 90 working days or 44 working shifts in the case of employees assigned to 24-hour work shifts.*

An employee may be recalled to duty before the expiration of any granted vacation when, in the opinion of the department head, the employee's services are required. In such event the employee shall be credited with vacation allowance for the unused portion of the granted vacation and the same shall be automatically accumulated.

As used herein, a working day shall mean a calendar day during which an employee performs the employee's assigned duties during the employee's scheduled hours and receives pay therefor. As used herein, a working shift shall mean a scheduled twenty-four (24) hour tour of duty during which such employees perform their assigned duties and receive pay therefor.

With the exception of employees assigned to 24-hour work shifts, an employee may not accumulate more than 15 days of vacation allowance per calendar year, unless prior approval is secured by the employee from the department head for the accumulation of the full amount, said accumulation to be granted only for good cause shown.

Any employee who is entitled to an annual vacation may accumulate for the succeeding calendar year or years such unused portion of vacation allowance as is permitted above, provided that the total accumulation shall not exceed 90 working days, or 44 working shifts in the case of employees assigned to 24-hour work shifts, as of the end of the calendar year. Such accumulation shall be automatic.

Whenever the employee's accumulated vacation allowance at the end of any calendar year exceeds 90 working days, or 44 working shifts in the case of employees assigned to 24-hour work shifts, the employee shall automatically forfeit such excess; provided the employee shall be given pay in lieu of vacation to the extent of such excess, if, upon investigation by the personnel director, it is found that the *excess vacation credit resulted from the employee's inability to be allowed vacation time off because of orders of the appointing authority.*

Nothing contained in these rules shall be construed to require the forfeiture or to prohibit the taking of any vacation which is commenced on or before the last working day of any calendar year. Such vacation may be so granted notwithstanding the fact that the recording of the current accrued vacation for such year on the last day thereof may result in an accumulation of more than 90 working days, or 44 working shifts in the case of employees assigned to 24-hour work shifts, including the vacation so granted. The period of such vacation shall be regarded for all purposes as if the same had been taken entirely prior to the last day of such calendar year.

Whenever an employee is unable to utilize excess vacation leave because of sickness or injury, the employee shall be required to take such excess vacation immediately upon return to work.

Whenever a termination of services takes place, the employee shall be paid as follows:

A. For employees hired on or before the expiration of the vacation allowance either in a lump sum or by payment in a lump sum is made, the amount of compensation which the employee would be allowed to take the employee's vacation allowance payable shall be computed by multiplying the employee's vacation hours by the rate of discharge.

B. For employees hired on or after the expiration of the vacation allowance in a lump sum is made, the accumulated vacation hours multiplied by the rate of termination.

C. In the event that an employee is terminated from service and continues to earn vacation allowance.

An employee who, by reason of termination of employment with the Employer or termination of such employment is entitled to accrue vacation allowance under 33 of this Agreement, or temporary employment under Hawaii Revised Statutes, as amended, shall have a claim for workers' compensation or disability benefits. An employee shall be entitled to receive the difference between the employee's vacation allowance and workers' compensation or disability benefits if the employee has accumulated vacation allowance which is not deducted.

## Section 32. SICK LEAVES.

Sickness - Any physical or mental condition of the employee, preventing the employee from performing his or her duties but excluding physical disability or performing work other than for the employee's own benefit.

Employees other than those assigned to 24-hour work shifts shall be paid with pay at the rate of one and three quarters of the employee's regular rate of pay. If an employee renders less than the full day of sick leave, the allowance shall be computed as follows:

### Actual Days of Service

1 to 3
4 to 6
7 to 9
10 to 12
13 to 15
16 to 18
19 or more

As used herein with respect to employees assigned to 24-hour work shifts, the employee's regular rate of pay during which an employee performs his or her duties shall mean a scheduled twenty-four (24) hour tour of duty during which such employees perform their assigned duties and receive pay therefor.



A. For employees hired on or before June 30, 1997, the employee is to be paid for vacation allowance either in a lump sum or in the normal manner. However, when payment in a lump sum is made, the sum payable for vacation allowance shall be equal to the amount of compensation to which the employee would be entitled or which the employee would be allowed during the vacation period if the employee were permitted to take the employee's vacation in the normal manner. It is provided that whenever an employee is discharged for cause, the lump sum vacation allowance payable shall be computed on the basis of the employee's accumulated vacation hours multiplied by the employee's hourly rate of pay as of the effective date of discharge.

B. For employees hired on or after July 1, 1997, the employee is to be paid for vacation allowance in a lump sum computed on the basis of the employee's accumulated vacation hours multiplied by the employee's hourly rate of pay as of the effective date of termination.

C. In the event that an employee is rehired by the Employer without a break in service and continues to earn vacation allowance, such a payment shall not be made.

An employee who, by reason of accident arising out of and in the course of employment with the Employer or by disease proximately caused by or resulting from such employment is entitled to accidental injury leave compensation under Section 33 of this Agreement, or temporary total disability compensation under Chapter 386, Hawaii Revised Statutes, as amended, may apply for vacation leave, as well as file a claim for workers' compensation or accidental injury leave compensation. The employee shall be entitled to receive vacation leave, the pay for which shall be the difference between the employee's regular salary and the temporary total disability workers' compensation or accidental injury leave compensation; provided the employee has accumulated vacation leave credits from which the pay shall be deducted.

#### **Section 32. SICK LEAVES.**

Sickness - Any physical or mental disability not willfully or intentionally provoked by the employee, preventing the performance of the employee's regular or usual duties but excluding physical disabilities suffered by the employee while gainfully performing work other than for the Employer.

Employees other than those assigned to 24-hour work shifts shall earn sick leave with pay at the rate of one and three-quarters working days for each month of service. If an employee renders less than a month of service, the employee's sick leave allowance shall be computed as follows:

<u>Actual Days of Service</u>	<u>Working Days of Leave</u>
1 to 3	0
4 to 6	1/2
7 to 9	3/4
10 to 12	1
13 to 15	1-1/4
16 to 18	1-1/2
19 or more	1-3/4

As used herein with respect to sick leave allowances for employees other than those assigned to 24-hour work shifts, a working day shall mean a calendar day during which an employee performs the employee's assigned duties during the employee's scheduled hours and receives pay therefor. As used herein a working shift shall mean a scheduled twenty-four (24) hour tour of duty during which such employees perform their assigned duties and receive pay therefor.



All employees assigned to 24-hour work shifts shall earn sick leave with pay at the rate of ten (10) working shifts for each year of service. If such employee renders less than a year of service, the employee's sick leave allowance for such year shall be computed on the basis of one-twelfth (1/12) of one (1) full year's leave for each month of service. If an employee assigned to 24-hour work shifts renders less than a month of service, the employee shall earn two (2) hours of sick leave for each working shift not to exceed twenty (20) hours per month.

When a change occurs to an employee's work shift between the 24-hour schedule and other schedules, the employee's sick leave credits shall be converted to the equivalent amount for the currently assigned work shift.

Except as herein otherwise provided, sick leave allowance shall accrue to an employee while on authorized leave with pay.

No sick leave allowance shall accrue:

- A. During the period of any sick leave or vacation leave granted when the employment is to terminate at the end of such leave;
- B. While the employee is on leave without pay, except for the period the employee is on leave for disability and is being paid workers' compensation therefor;
- C. During any period of valid suspension for disciplinary reasons;
- D. During any period of unauthorized leave;
- E. During any period the employee is on sabbatical leave.

Earned sick leave may be accumulated by an employee. The unused sick leave accumulated shall be credited to the employee's account for subsequent use in the event of sickness. Such unused sick leave may be accumulated without limitation and sick leave shall be administered on a calendar year basis and recorded at the end of each calendar year.

Employees shall be charged with sick leave only for absence on account of sickness on days or shifts upon which, but for such sickness, they would normally have worked and received pay.

Notification of absence on account of sickness shall be given, by or on behalf of the employee, as soon as possible on the first day of absence or if that is impracticable as soon thereafter as circumstances permit. If proper notification, as prescribed herein has not been given, such absence may, in the discretion of the department head, be charged to vacation allowance or leave without pay.

An employee shall file an application for sick leave on a form prescribed by the Employer on the first workday the employee reports for duty at the employee's regular place of work. If the employee fails to apply for sick leave as required, the absence may, at the discretion of the department head, be charged to leave without pay. In the event that such employee dies before the expiration of said five calendar days or before returning to duty, the employee's executor or administrator or spouse or department head, if the department head deems it proper, shall file such application within six months after the employee's death. Sick leave shall not be granted unless the employee's absence from work was necessary because of sickness.

The employee shall submit a licensed physician's certificate for absences of five (5) or more consecutive calendar days and/or for two (2) or more consecutive working shifts for 24-hour employees for absences due to sickness. Such certificate shall be required to substantiate the fact that the period of absence was due entirely to sickness and that the employee is physically and/or mentally able to resume the duties of the position, irrespective of what type of leave is charged. When an abuse of sick leave is suspected due to a pattern of absences which includes but is not

limited to 1) absences of short duration, holidays or pay days, the Employer shall require a licensed physician's certificate to verify any such absence.

Whenever it is deemed necessary, the department head shall have the authority to suspend an employee if leave is requested. The department head may also take appropriate disciplinary action by an Employer appointed physician if the employee's claim of sickness was found to be false.

Upon application by the employee, sick leave allowance shall be granted to an employee to recover from the sickness.

When sickness lasting one (1) or more 24-hour working shifts occurs, the employee shall be charged as sick leave, upon proof of sickness to the department head, and the charge against vacation allowance shall be applied. Application for such substitution of calendar days after expiration of the sick leave allowance.

Additional sick leave with pay, if entitled to, may be granted with the Governor's approval; provided that, due consideration shall be given to the particular employee requesting the same. No employee shall be granted more than the accumulated sick leave allowance.

An employee who, by reason of injury or illness, is unable to perform employment with the Employer or by reason of such employment is entitled to accumulate sick leave under 33 of this Agreement or temporary provisions of the Hawaii Revised Statutes, as amended, for workers' compensation or accident compensation shall be entitled to receive sick leave credits between the employee's regular salary and compensation or accidental injury leave compensation. Accumulated sick leave credits from claims compensation for the same employee shall be applied to the employee's regular salary and compensation or accidental injury leave compensation. Sick leave shall be deemed to be voluntary if the employee has not used all of the accumulated sick leave credits. Chapter 79, Hawaii Revised Statutes.

### Section 33. ACCIDENTAL INJURY

Whenever any employee covers for another employee arising out of and in the performance of the employee's part, the employee shall be deemed to be employed unless suspended or dismissed from the respective fire department at the expiration of the first four (4) months of the employee's temporary assignment. The employee's temporary total disability compensation shall be the employee's regular monthly salary plus the employee's regular monthly salary for industrial injury. The employee shall





limited to 1) absences of short duration or 2) absences before or after days off, holidays or pay days, the Employer may require the employee to submit a licensed physician's certificate to verify any absence due to sickness.

Whenever it is deemed necessary, particularly when an abuse is indicated, a department head shall have the authority to investigate any absence for which sick leave is requested. The department head may require the employee to be examined by an Employer appointed physician at no cost to the employee. Upon finding that the employee's claim of sickness was falsely made, the department head shall take appropriate disciplinary action.

Upon application by the employee, sick leave when granted may include all sick leave allowance as of the last full month of service immediately preceding the commencement of the sick leave, or as much thereof as is needed to permit the employee to recover from the sickness.

When sickness lasting one (1) or more consecutive working days or one (1) or more 24-hour working shifts occurs during vacation, the period of sickness may be charged as sick leave, upon proof of such sickness satisfactory to the department head, and the charge against vacation allowance may be reduced accordingly. Application for such substitution of sick leave for vacation shall be made within five calendar days after expiration of the vacation during which the sickness occurred.

Additional sick leave with pay, in excess of that which the officer or employee is entitled to, may be granted with the written approval of the respective Mayors or Governor; provided that, due consideration shall be given to the length of service of the particular employee requesting an excess of that to which the employee is entitled. No employee shall be granted additional sick leave unless all earned and accumulated sick leave allowance and vacation allowance have been exhausted.

An employee who, by reason of accident arising out of and in the course of employment with the Employer or by disease proximately caused by or resulting from such employment is entitled to accidental injury leave compensation under Section 33 of this Agreement or temporary total disability compensation under Chapter 386, Hawaii Revised Statutes, as amended, may apply for sick leave, as well as file a claim for workers' compensation or accidental injury leave compensation. The employee shall be entitled to receive sick leave, the pay for which shall be the difference between the employee's regular salary and the temporary total disability workers' compensation or accidental injury leave compensation; provided the employee has accumulated sick leave credits from which the pay shall be deducted. If the employee claims compensation for the same disability period other than the difference between the employee's regular salary and the temporary total disability workers' compensation or accidental injury leave compensation, any payments on account of such sick leave shall be deemed to be voluntary payments for the purpose of Chapter 386 and Chapter 79, Hawaii Revised Statutes, as amended, and be applied accordingly.

### **Section 33. ACCIDENTAL INJURY LEAVE.**

Whenever any employee covered by this Agreement receives personal injury arising out of and in the performance of the employee's duty and without negligence on the employee's part, the employee shall be placed on accidental injury leave, unless suspended or dismissed for cause, and continued on the payroll of the respective fire department at the employee's full regular monthly salary during the first four (4) months of the employee's disability and thereafter during the period of the employee's temporary total disability from work at sixty (60) percent of the employee's regular monthly salary, as though the employee did not sustain an industrial injury. The employee shall be entitled to all rights and remedies allowed



under Chapter 386, Hawaii Revised Statutes, provided that any salary paid under this Section shall be applied on account of any compensation allowed the employee under Chapter 386, Hawaii Revised Statutes, or any benefits awarded the employee under Part III of Chapter 88, Hawaii Revised Statutes.

Notwithstanding the foregoing paragraph, injuries sustained under the following conditions will not apply: athletic activities (e.g., volleyball, basketball, weight lifting above 50% of an employee's body weight); upset stomach or adverse reaction to food or beverages, fighting, normal maintenance of station facilities and housekeeping activities, and horseplay.

#### **Section 34. LEAVE FOR DEATH IN FAMILY.**

When death occurs to a member of an employee's immediate family, the employee shall be entitled to three (3) days leave with pay; provided an employee assigned to twenty-four (24) hour working shifts shall be entitled to leave with pay of one (1) working shift.

For the purpose of this section, immediate family is defined as: parents, step parents, brothers, sisters, spouses, natural, legally adopted or step children, parents-in-law, grandparents, grandchildren or an individual who has become a member of an immediate family through the Hawaiian "Hana'i" custom. Provided, however, an individual affected by the "Hana'i" relationship shall be entitled to utilize funeral leave only for those members of the employee's immediate family resulting from the "Hana'i" relationship.

Death in family leave shall be granted on the days or shift designated by the employee provided it is taken within a reasonable period of time after such a death.

#### **Section 35. LEAVE FOR JURY OR WITNESS DUTY.**

Any employee who is summoned as a juror or witness in any judicial proceeding (subject to any claim for exemption from jury duty as in the law provided) shall, if the employee serves, be entitled to leave of absence with pay for the period required for such service.

An employee who serves as a witness or a juror and who receives a fee or mileage allowance shall not suffer the loss of such monies or have it off-set against the employee's salary account.

When an employee is summoned as a witness in a proceeding involving or arising from the employee's outside employment or personal business affairs, the employee shall not be entitled to leave of absence with pay as provided herein. An employee shall, however, be entitled to use the employee's annual vacation leave or elect to take leave without pay.

#### **Section 36. LEAVES OF ABSENCE.**

Leaves of absence without pay shall be in accordance with existing rules, regulations and statutes except as may be supplemented herein. Changes to the above mentioned rules and regulations subsequent to the effective date of this Agreement shall not be applicable to employees covered hereby except by mutual consent.

Leave for Union Business. Any employee who is an elected or appointed official of the Union shall be granted time off without loss of pay or benefits and without requirement to make up such time when the duties of the employee's position with the Union require participation in the collective bargaining process or the employee's attendance at meetings or conferences with the Employer or any of its representatives; provided, however, the number of employees to be granted time-off shall be as limited by law.

Any employee who is an elected or appointed official of the Union shall be granted leave upon request, shall be granted leave when the duties of the employee's participation at meetings or conferences require travel time provided it does not require the employee to

Employees who are entitled to leave shall not thereby lose any other rights or benefits.

#### **Section 37. SAFETY AND HEALTH.**

The parties agree to establish a Safety Committee with jurisdiction composed of two (2) representatives appointed by the Employer and two (2) representatives appointed by the Union.

The responsibilities of the Safety Committee shall be to inspect safety equipment, supplies and procedures; to develop corrective or preventive safety measures; to develop department health and safety rules; and to be entitled to attend post incident investigations and to be present at incidents or when injuries occur.

The Safety Committees shall meet at mutually convenient times and dates. Employees shall be granted time off to attend such meetings. The Employer shall require time off to make up such time.

The function of each Safety Committee shall be to advise the respective fire chief or Department Health and Safety Officer and health within the fire department. If such committees are not implemented, either party may request the Chief Executive of the respective department to make a final and binding determination.

#### **Section 38. ANNUAL PHYSICAL EXAMINATION.**

The Employer shall provide each employee with a physician selected by the Employer for the extent of such physical examination.

Any subsequent or additional physical examination by the Employer or its physician to determine if an employee's medical condition shall be paid for by the employee's medical insurance. If an employee's medical condition requires a disqualification was unnecessary, during such disqualification period the employee shall have the right to assign the employee's medical condition, during such disqualification period.

A copy of the completed report shall be forwarded to the employee's personnel file.

At the time of the notification to the employee, the employee shall be required to complete an authorization designating the Employer to send a personal physician. An employee shall provide the name and mailing address of the physician.

The Employer shall send an annual



Any employee who is an elected or appointed official or delegate of the Union, upon request, shall be granted earned compensatory time off or accrued vacation leave when the duties of the employee's position with the Union require the employee's participation at meetings, conferences, or conventions and any applicable travel time provided it does not interfere with essential operations.

Employees who are entitled to leaves of absence as provided herein shall not thereby lose any other rights or benefits to which they may otherwise be entitled.

#### **Section 37. SAFETY AND HEALTH.**

The parties agree to establish and maintain a Safety Committee within each jurisdiction composed of two (2) representatives appointed by the Union and two (2) representatives appointed by the Employer.

The responsibilities of the Safety Committees shall include reviewing existing safety equipment, supplies and procedures; reviewing accidents and recommending corrective or preventive safety measures; and recommending changes to fire department health and safety rules and practices. Safety Committees shall be entitled to attend post incident analysis sessions in their jurisdiction for major incidents or when injuries occur.

The Safety Committees shall meet as needed at the request of either party at mutually convenient times and dates. Employee-committee members shall be granted time off to attend such meetings without loss of pay or benefits and without requirement to make up such time.

The function of each Safety Committee shall be to make recommendations to the respective fire chief or Department Head concerning matters of occupational safety and health within the fire department. When Safety Committee recommendations are not implemented, either party may submit its findings and recommendations to the Chief Executive of the respective jurisdiction or its designee, provided that the final and binding determination shall be made by the Chief Executive.

#### **Section 38. ANNUAL PHYSICAL EXAMINATIONS.**

The Employer shall provide each employee an annual physical examination by a physician selected by the Employer at no cost to the employee. The nature and extent of such physical examination shall be determined by the Employer.

Any subsequent or additional examination required of the employee by the Employer or its physician to determine the fitness of the employee for continued employment shall be paid for by the Employer to the extent not covered by the employee's medical insurance. If an employee is medically disqualified following an examination by the Employer's physician and it is medically determined that the disqualification was unnecessary, any sick or other leave used by the employee during such disqualification period shall be restored. In addition, the Employer shall have the right to assign the employee to administrative duties, if permitted by the employee's medical condition, during the period of disqualification.

A copy of the completed report of such annual physical examination shall be forwarded to the employee's personal physician upon written authorization by the employee.

At the time of the notification to take the physical examination, each employee shall be required to complete an authorization form, either designating or not designating the Employer to send a full report of such examination to the employee's personal physician. An employee making the former designation shall provide the name and mailing address of the physician on the authorization form.

The Employer shall send an annual report to the Union showing the names of all



employees who elected to send the physical examination results to their personal physicians.

The Employer shall attempt to schedule such examinations and any required subsequent examinations during the employee's normal work hours. In the event that the examination is scheduled outside of the employee's work hours, the Employer shall adjust the employee's work hours or credit the employee with compensatory time on a straight time basis so as to accommodate the time spent in the examinations plus the time incurred in traveling from and to the employee's home.

#### **Section 39. COMPANY STAFFING.**

The Employer shall endeavor to maintain its fire service staffing in accordance with nationally recognized standards and to maintain a qualified helicopter pilot on duty during all scheduled duty hours in jurisdictions which employ helicopter pilots, as operationally required.

#### **Section 40. INFECTIOUS DISEASE PREVENTION.**

The Employer shall furnish equipment and provide training and procedures necessary to protect employees from exposures to infectious diseases which may occur in the course of their official duties, as required by law.

In addition the Employer shall maintain a program furnishing inoculations on a voluntary basis for all employees for Hepatitis B.

#### **Section 41. SAFETY EQUIPMENT.**

The Employer shall furnish, at no expense to employees, personal safety equipment which is required in connection with the employee's official duties by the Employer, by this Agreement, by law or by rules and regulations. Wherever Hawaii Occupational Safety and Health Standards exist relating to such safety equipment, the Standard shall be met or exceeded.

Each self contained breathing apparatus (SCBA) furnished by the Employer shall be equipped with a personal alert safety system (PASS) device. Training procedures shall emphasize that the PASS device shall be activated immediately upon donning SCBA.

Whenever safety devices or personal protective equipment are furnished, the employee shall be required to use them. Violation of safety rules and regulations and/or the misuse or disregard of safety devices or equipment furnished by the Employer shall be just cause for disciplinary action.

Except in cases of negligence or improper use and care on the part of the employee, such safety devices or equipment which are lost or damaged or which are worn out through normal wear and tear shall be replaced by the Employer. In cases of negligence or improper use and care, the Employer shall replace the lost or damaged safety devices and equipment at the employee's expense. Replacement of all required personal safety devices or equipment shall be made as soon as possible.

#### **Section 42. HAZARDOUS DUTY.**

A. Temporary Hazardous Duty shall mean the assignment of an employee to perform duties while temporarily exposed to unusually hazardous conditions not recognized as a factor in the pricing of the employee's class.

B. Compensation for temporary hazardous duty shall be in addition to base pay and applicable differentials and premiums at the following rates:

- (1) 15% of the minimum step of the employee's salary range for:

(a) Duties and activities involving SCUBA or other

(b) Rappelling on land.  
Compensation for Hazardous Duty shall be in addition to base pay and B. (1) (b) above shall be classified as "Fire Responder" and shall be in salary range 19. It is further provided that while any employees are engaged in hazardous activities, entry, backup or decommissioning of equipment, Compensation for this Hazardous Duty shall be in salary range 19.

(c) Duties and activities, except for entry, backup or decommissioning of equipment, Compensation for this Hazardous Duty shall be in salary range 19.

(2) 25% of the minimum step of the employee's salary range for:

(a) Duties and activities, except for entry, backup or decommissioning of equipment, Compensation for this Hazardous Duty shall be in salary range 19.

C. Whenever a combination of the above conditions are applicable differential shall be paid. The appropriate differential shall apply to all employees for whom the hazardous conditions exist. The duration of the incident or activity shall be one hour, and any fraction of an hour shall be considered as one hour.

D. Notwithstanding the above, for search and rescue responses beyond that which is required for recognition in the pricing of the employee's class, applicable differentials and premiums shall be paid for one shift. It is provided that such of the above provisions except HAZMAT.

#### **Section 43. STATION SUPPLIES.**

The Employer shall furnish the existing telephone in each fire station and the most economical alternative in service provision.

The Employer shall furnish the supplies which are required in the carry out housekeeping and maintenance.

The Employer shall also furnish the supplies which are considered appropriate for the fire station purposes.

#### **Section 44. TOOLS.**

The Employer shall furnish, at no expense to employees, the tools which it requires employees to use.

Except in cases of negligence or improper use and care, such tools and equipment which are lost or damaged through normal wear and tear shall be replaced by the Employer.





- (a) Duties and activities in aquatic environments including swimming or using SCUBA or other aquatic equipment including surfboards and boats.
- (b) Rappelling on land.

Compensation for Hazardous Duty described in subsections B. (1) (a) and B. (1) (b) above shall not apply to employees whose positions are classified as "Fire Rescue" personnel and currently assigned to salary range 19. It is further provided that such compensation shall not apply while any employees are in training for such duties or activities.

- (c) Duties and activities, excluding training, performed while engaged in a hazardous materials (HAZMAT) incident as a member of a HAZMAT entry, backup or decontamination team.

Compensation for this Hazardous Duty shall not apply to employees whose positions are classified as "HAZMAT" personnel and currently assigned to salary range 19.

- (2) 25% of the minimum step of the employee's salary range for:

- (a) Duties and activities, including training, performed while airborne in a helicopter, except for the pilot.

C. Whenever a combination of the above Hazardous Duties is involved, the higher applicable differential shall be paid and there shall be no "pyramiding." The appropriate differential shall apply to all members of each unit of employees (except those for whom the hazardous conditions are recognized in the pricing of their class) for the duration of the incident or activity for such unit. The minimum compensable period shall be one hour, and any fraction thereafter shall be considered an hour.

D. Notwithstanding the above, employees assigned to units that are designated for search and rescue responses which require them to be trained and/or certified beyond that which is required for other members of their class (and such is not recognized in the pricing of their class), shall be paid a hazardous assignment differential of 8.126% of the employee's regular salary in addition to base pay and applicable differentials and premiums. The minimum compensable period shall be one shift. It is provided that such hazardous assignment differential shall be in lieu of the above provisions except as provided in subsection B. (1) (c) relating to HAZMAT.

#### **Section 43. STATION SUPPLIES.**

The Employer shall furnish the standard telephone service base rate for each existing telephone in each fire station. It is understood that the Employer may select the most economical alternative in fulfilling its obligation for such minimum telephone service provision.

The Employer shall furnish an adequate fixed supply of tools, materials and supplies which are required in the performance of the employees' official duties to carry out housekeeping and maintenance requirements.

The Employer shall also furnish fire service books and study materials it considers appropriate for the fire stations from funds made available for such purposes.

#### **Section 44. TOOLS.**

The Employer shall furnish, at no expense to employees, all tools and equipment which it requires employees to use in connection with their official duties.

Except in cases of negligence or improper use and care on the part of employees, such tools and equipment which are lost or damaged or which are worn out through normal wear and tear shall be replaced by the Employer. In cases of negligence or



improper use and care, employees shall replace the lost or damaged tools and equipment at their own expense.

#### **Section 45. UNIFORMS.**

The present uniform allowance policy of each jurisdiction shall be continued, except as may be otherwise provided herein. Employees assigned to work 40 hours and 4 or 5 days per week shall be entitled to allowances for 1 set of uniforms for each work day of the week. All other employees shall be entitled to allowances for 1 set of uniforms for each work shift of their respective work periods, but not less than 3 sets. It is further provided that uniform items include duty T-shirts and other uniform items currently authorized and/or as established by mutual agreement between the Union and the respective Fire Chief.

Employees qualified to receive a uniform allowance shall be entitled to a replacement allowance of seventy-five (75%) percent of the actual item cost of a purchased uniform.

All employees who are required to use and maintain uniforms shall receive a uniform maintenance allowance of \$25 per month. Such allowance for each fiscal year shall be paid once annually on or about June 30 of the fiscal year. If the employment of the employee commences or terminates during the fiscal year, the sum paid shall be adjusted on prorated basis. No allowance shall be payable during periods of suspension of more than two (2) consecutive working shifts or over a period of five (5) or more consecutive calendar days and when the employee is on Leave Without Pay for sixty (60) days or more.

No employee shall be required to keep more than two (2) complete sets of uniform clothing items (in addition to the clothing in use) in the employee's station or work base at any one time.

Except in cases of gross negligence or improper use and care on the part of the employee, the Employer shall replace personal clothing or prescription eyeglasses which are lost or damaged in the performance of the employee's duties.

The purchase and use of a full dress (formal) uniform shall not be required. If full dress (formal) uniforms are required in the future, the Employer shall furnish or fully reimburse all employees for the cost of the uniform.

The Employer shall furnish a bed, mattress and a pad for each bed where appropriate. If a bed spread or cover is required by the Employer, it shall be furnished at no cost to the employee.

Employees who use beds shall provide a sheet, pillow, pillowcase and blanket for use with an assigned bed during sleeping hours. No employee shall be required to keep more than two (2) sets of such bedding in the station or work base at any one time.

The Employer shall provide suitable locker space for storage of all uniforms and equipment owned by or issued to each employee. Each locker shall be equipped with a lock and the key issued to the employee to whom the locker is assigned.

#### **Section 46. NEW LICENSES AND CERTIFICATIONS; EMPLOYER REQUIRED TRAINING.**

##### **A. New Licenses and Certifications.**

Whenever employees are required by law and/or the Employer to obtain licenses and certifications which were not previously required in order to perform the duties of their existing positions, the cost of such licenses and certifications shall be borne by the Employer, except that any renewal of such licenses and certifications thereafter shall be borne by the employee.

##### **B. Employer-Required Training.**

Whenever employees are required during their normal work hours, the training sessions. The time spent to attend training sessions on the Employees who drive their personal sessions shall be entitled to mileage. **AUTOMOBILE ALLOWANCES.**

#### **Section 47. AUTOMOBILE ALLOWANCES.**

The Employer's present rules and/or resolution of reimbursing employees required and authorized to use such including the current provision for reimbursement per mile, shall be continued for the

#### **Section 48. HEALTH FUND.**

Subject to the applicable provisions, the Employer shall pay the following amounts to the Health Fund:

A. Sixty percent (60%) of the monthly premium for each employee-beneficiary or family beneficiary enrolled in a health benefit plan.

B. Sixty percent (60%) of the monthly premium for each employee-beneficiary enrolled in the adult dental plan.

C. Sixty percent (60%) of the monthly premium for each employee-beneficiary enrolled in the vision care plan.

D. Sixty percent (60%) of the monthly premium for each employee-beneficiary or family beneficiary enrolled in the vision care plan.

E. One hundred percent (100%) of the monthly premium for each child the age of nineteen (19) and who is enrolled in the vision care plan.

F. One hundred percent (100%) of the monthly premium for each employee-beneficiary enrolled in the vision care plan.

For purposes of this Section (48), the following shall apply:

A. "Monthly premium" — the total monthly premium paid by the employee by type of enrollment paid under a contract with the Hawaii Health Fund.

B. "Health Fund's medical plan or vision care plan or children's dental plan" — the employee benefit plan as determined by the largest number of active employees enrolled in the plan for the fiscal year.

C. Whenever the Employer's monthly contribution to the Health Fund is less than one hundred percent of the amount, such monthly contribution shall be the amount below:



Whenever employees are required by the Employer to attend training sessions during their normal work hours, they shall be given time off from work to attend such training sessions. The time spent by employees who are required by the Employer to attend training sessions on their days off shall be considered as time worked. Employees who drive their personal vehicles to and from such required training sessions shall be entitled to mileage reimbursement as provided for in Section 47, AUTOMOBILE ALLOWANCES.

#### **Section 47. AUTOMOBILE ALLOWANCES.**

The Employer's present rules and regulations, memoranda of agreement, policy and/or resolution of reimbursing employees for use of their private vehicles when required and authorized to use such vehicles in carrying out their official duties, including the current provision for reimbursement at a rate of thirty-seven cents (37¢) per mile, shall be continued for the duration of this Agreement.

#### **Section 48. HEALTH FUND.**

Subject to the applicable provisions of Chapter 87, HRS, as amended, the Employer shall pay the following monthly contributions to the Hawaii Public Employees Health Fund:

- A. Sixty percent (60%) of the monthly premium for the Health Fund's medical plan for each employee-beneficiary or for each employee-beneficiary with a dependent-beneficiary enrolled in a health benefits plan covering medical, hospital and surgical benefits only.
- B. Sixty percent (60%) of the monthly premium for the Health Fund's adult dental plan for each employee-beneficiary or for each employee-beneficiary with a spouse enrolled in the adult dental plan.
- C. Sixty percent (60%) of the monthly premium for the Health Fund's prescription drug plan for each employee-beneficiary or for each employee-beneficiary with a dependent-beneficiary enrolled in the prescription drug plan.
- D. Sixty percent (60%) of the monthly premium for the Health Fund's vision care plan for each employee-beneficiary or for each employee-beneficiary with a dependent-beneficiary enrolled in the vision care plan.
- E. One hundred percent (100%) of the monthly premium for the Health Fund's children's dental plan for each child of an employee-beneficiary who has not attained the age of nineteen (19) and who is enrolled in the children's dental plan.
- F. One hundred percent (100%) of the monthly premium for the Health Fund's group life insurance plan for each employee-beneficiary enrolled in the group life insurance plan.

For purposes of this Section only, the following definitions and formulas shall apply:

- A. "Monthly premium" – the total amount of insurance premium for an active employee by type of enrollment payable on a monthly basis to the insurance carrier under a contract with the Hawaii Public Employees Health Fund.
- B. "Health Fund's medical plan or adult dental plan or prescription drug plan or vision care plan or children's dental plan or group life insurance plan" – shall be that employee benefit plan as determined by the Health Fund's Board of Trustees with the largest number of active employee enrollments as of December 31 of the previous fiscal year.
- C. Whenever the Employer's monthly contribution to the Hawaii Public Employees Health Fund is less than one hundred percent (100%) of the monthly premium amount, such monthly contribution shall be rounded to the nearest cent as provided below:



- (1) When rounding to the nearest cent results in an even amount, such even amount shall be the Employer's monthly contribution. For example:
  - (a)  $\$11.397 \approx \$11.40 = \$11.40$  (Employer's monthly contribution)
  - (b)  $\$11.382 \approx \$11.38 = \$11.38$  (Employer's monthly contribution)
- (2) When rounding to the nearest cent results in an odd amount, round down to the next even amount, and such even amount shall be the Employer's monthly contribution. For Example:
  - (a)  $\$11.392 \approx \$11.39 = \$11.38$  (Employer's monthly contribution)

#### Section 49. EMERGENCY MEDICAL SERVICES.

Additional terms and conditions of employment for employees in the Emergency Medical Services Program as established by the County of Hawaii shall be as provided herein.

It is the intent of the parties to provide emergency medical services to the residents of the County of Hawaii through the Hawaii County Fire Department as an extension of its fire and rescue functions employing fire fighting personnel to accomplish the task.

The following conditions shall be applicable to certified employees in the Emergency Medical Services (EMS) Program:

##### A. Selection

It is the understanding and intent of the parties hereto that entrance by employees into the EMS Program of the Hawaii County Fire Department is voluntary however, subject to the following:

- (1) Upon initial appointment, all qualified EMTs or MICTs shall be required to enter into a standard Hawaii County Training Agreement which may include a four-year commitment of service.
- (2) As part of the employee's initial recruit training, each new employee who is not qualified as an EMT or MICT shall be required by the Fire Department to undergo training for certification as an Emergency Medical Technician (EMT) and shall be required to successfully complete their certification prior to the completion of their initial probationary period. Upon completion of training and certification, the employee shall be required to enter into a standard Hawaii County Training Agreement which may include a four-year commitment of service.
- (3) Any certified EMT employee of the Fire Department may apply to the Fire Chief for additional training for certification and service as a Mobile Intensive Care Technician (MICT). The Fire Chief shall select employees from among such applicants as needed based upon established Hawaii State Health Department and Fire Department criteria.
- (4) Upon selection by the Fire Chief and acceptance by the employee, the employee shall be required to enter into a standard Hawaii County Training Agreement. The terms of such initial Training Agreement shall include a four year commitment of service or longer to serve as an MICT following completion of training and certification.

##### B. Placement

The parties agree that employees may be placed, assigned or reassigned at the discretion of the Fire Chief to meet requirements for providing Emergency Medical Services at designated stations. Consideration for assignment to MICT positions shall be given to senior non-ranked MICTs. Every reasonable effort shall be made to accommodate the interests of non-participating Fire Department employees as well as those in the EMS.

##### C. Compensation

Proficiency pay shall be applied as follows:

Except as otherwise provided, basis when employees are assigned to regular assignments to EMS positions. authorized vacation, sick and industrial injury leave shall be following such injury.

Proficiency pay shall be 10% have had regular assignments Department for a total of four or more years and completes such four years of service.

Proficiency pay shall be 15% have had regular assignments Department for a total of ten or more years and completes such ten years of service.

Proficiency pay for an assignment (25%) of the 53-hour rate (effective 7/1/99) shall be applicable to the class Fire Fighting assigned EMT employees shall.

Non-designated MICTs who are assigned to a position for one hundred and fifty dollars (\$150) required to perform as an MICT, on an hourly basis. In such event, the employee shall be paid one hundred and fifty dollars (\$150) or proficiency pay, whichever is greater.

All costs of training, retraining, designated MICTs and EMTs shall be borne by the employee as the case may be.

##### D. Rated Employees and Promotion

Whenever a rated employee (Rescue Specialist) is assigned to regular position shall be considered for promotion thereto on a Temporary basis shall be made in accordance with the provisions provided in Section 26 of the Uniform Fire Department Rules and Regulations.

E. Adequate company staffing and rescue capabilities of the Fire Department shall be maintained by providing Emergency Medical Services and Fire Fighting personnel permitted to diminish those capabilities.

The appropriate number of personnel shall be established at all stations designated for all required fire fighting positions.

##### F. Safety Considerations

The parties shall mutually waive immunity from liability for immunization program shall be communicable diseases. Participation in the program shall be mandatory.

#### Section 50. MAUI COUNTY FIRE DEPARTMENT

The following conditions shall apply to stations on Lanai or in Hana for





C. Compensation

Proficiency pay shall be applicable to all certified EMT and MICT employees as follows:

Except as otherwise provided herein, proficiency pay shall be paid on an hourly basis when employees are assigned to EMS positions. Designated MICTs with regular assignments to EMS positions shall continue to earn proficiency pay during authorized vacation, sick and administrative leaves of absences. Employees on industrial injury leave shall be entitled to proficiency pay up to twelve months following such injury.

Proficiency pay shall be 10% greater than provided herein for employees who have had regular assignments as MICT employees in the Hawaii County Fire Department for a total of four or more years effective one month after the employee completes such four years of service.

Proficiency pay shall be 15% greater than provided herein for employees who have had regular assignments as MICT employees in the Hawaii County Fire Department for a total of ten or more years effective one month after the employee completes such ten years of service.

Proficiency pay for an assigned MICT employee shall be twenty-five percent (25%) of the 53-hour rate (effective July 2, 2001) for the maximum base salary applicable to the class Fire Fighter (excluding any longevity pay). Proficiency pay for assigned EMT employees shall be 50% of the rate of an assigned MICT.

Non-designated MICTs who maintain their certification shall be paid one hundred and fifty dollars (\$150) per month. Whenever a non-designated MICT is required to perform as an MICT, the employee shall be entitled to proficiency pay on an hourly basis. In such event, the employee shall receive a minimum of one hundred and fifty dollars (\$150) or proficiency pay whichever is greater for the month.

All costs of training, retraining, licensure and license renewals of assigned or designated MICTs and EMTs shall be paid by the Employer or reimbursed to the employee as the case may be.

D. Rated Employees and Promotions

Whenever a rated employee (Fire Captain, Fire Equipment Operator or Fire Rescue Specialist) is assigned to an EMS position as provided herein, the employee's regular position shall be considered temporarily vacant and when an employee is assigned thereto on a Temporary Assignment basis, such Temporary Assignment shall be made in accordance with existing laws, rules and regulations, and as provided in Section 26 of the Unit 11 collective bargaining Agreement.

E. Adequate company staffing levels are vital to the safe and efficient fire fighting and rescue capabilities of the Fire Department. It is the intent of the parties that providing Emergency Medical Services, which are vital in themselves, should not be permitted to diminish those capabilities but rather should enhance them.

The appropriate number of EMS positions (ordinarily two per platoon) shall be established at all stations designated for EMS. Such positions shall be in addition to all required fire fighting positions as determined by the County of Hawaii.

F. Safety Considerations

The parties shall mutually work toward preventing EMS personnel burnout. An immunization program shall be made available for the prevention of contracting communicable diseases. Participation shall be on a voluntary basis.

**Section 50. MAUI COUNTY REMOTE STATION WORK.**

The following conditions shall be applicable to employees assigned to work at stations on Lanai or in Hana for the County of Maui. Except as otherwise provided



herein, all other provisions of the Agreement shall be applicable.

A. *Hours of Work.* Employees assigned to stations at Lanai or Hana shall be regularly scheduled to work three consecutive 24-hour shifts (72 consecutive on-duty hours) followed by six consecutive shifts (144 hours) off duty. No overtime shall result from the performance of work on such schedule except for scheduled overtime as provided in the Agreement.

B. *Placement.* Employees may be placed, assigned or reassigned at the discretion of the Fire Chief to meet requirements for providing fire services on Lanai or in Hana, provided that the Fire Chief shall consider the following order of priority for assignment to Lanai or Hana of qualified employees who:

- (1) are currently assigned to a particular station on Lanai or in Hana;
  - (2) reside within the first-in response district, of the station to which the assignment is to be made;
  - (3) are to be promoted to Lanai or Hana;
  - (4) have requested assignment to Lanai or Hana;
  - (5) have less fire service time within the County of Maui for their assigned class.
- Priority for reassignment from Lanai or Hana shall be given to employees who have requested such reassignment and who have more fire service time within the County of Maui for their class.

C. *Meals.* Employees subject to this section shall be entitled to meals at the beginning of their second and third consecutive scheduled work shifts in addition to such other meals as provided by the Agreement.

D. *Housing and Transportation.* It is understood that employees will be housed in the fire station while on duty. If employees who do not reside on Lanai or within the first-in response district of Hana are unable to return home at the end of a shift for reasons beyond their control, the Employer will provide adequate lodging.

Employees assigned to the Lanai station and who do not reside on Lanai shall be transported to and from the Lanai embarkation/debarkation point and shall be furnished or reimbursed for transportation equal to one (1) round trip from the island of Maui or Molokai to Lanai at the least cost to the Employer for each 72-hour work shift or portion thereof.

Employees who reside on Lanai and are assigned to the Lanai station and who voluntarily relocate from Lanai to another island within the County of Maui shall be eligible to receive furnished transportation or reimbursement therefor.

Employees relocating from Maui County to another jurisdiction in the State of Hawaii for hardship reasons, as determined by the Fire Chief, shall be eligible to receive furnished transportation or reimbursement therefor not to exceed the rate paid to employees traveling between Lanai and Maui.

The provisions in this Section may be applied at other work sites by mutual agreement.

#### **Section 51. NO STRIKE OR LOCKOUT.**

The Union agrees that during the life of this Agreement the Union, its agents, or its bargaining unit members will not authorize, instigate or engage in any work stoppage, slowdown, sick out, refusal to work, picketing or strike against the Employer.

The Employer agrees that during the life of this Agreement, there will be no lockout.

The parties hereto agree that neither party shall be bound by the provisions of Section 17 of this Agreement entitled Grievance Procedure in the event of any violation by either party of this Section 47 entitled No Strike or Lockout. In the event

of such violation, the aggrieved party shall be prescribed by law.

#### **Section 52. DURATION.**

This Agreement shall become effect to and including June 30, 2002 with the statutes unless either party shall terminate the Agreement. Notice shall be accompanied by complete with the sections which the propo

#### **Section 53. ENTIRETY CLAUSE.**

Except as modified below, the provisions herein contained constitute the entire agreement between the parties. The Employer and Union agree that the negotiations leading to this Agreement shall not be reopened on any item during the term of the Agreement or as provided in Section

#### **Section 54. SAVINGS CLAUSE.**

If any provision of this Agreement is rendered or declared invalid by any court of law, the remaining provisions of this Agreement shall remain in full force and effect.



of such violation, the aggrieved party may immediately pursue such remedies as are prescribed by law.

**Section 52. DURATION.**

This Agreement shall become effective as of July 1, 1999 and shall remain in effect to and including June 30, 2003. It shall be renewed thereafter in accordance with the statutes unless either party hereto gives written notice during the period January 1, 2002 to January 31, 2002 to the other party of its desire to modify, amend or terminate the Agreement. Notices served under this Section shall be in writing and shall be accompanied by complete specific proposals of the notifying party, together with the sections which the proposals seek to modify, amend or terminate.

**Section 53. ENTIRETY CLAUSE.**

Except as modified below, the Employer and the Union agree that the terms and provisions herein contained constitute the entire Agreement between the parties and supersede all previous communications, representations or agreements, either verbal or written, between the parties hereto with respect to the subject matter herein. The Employer and Union agree that all negotiable items have been discussed during the negotiations leading to this Agreement and, therefore, agree that negotiations will not be reopened on any item during the life of this Agreement except by mutual consent or as provided in Section 48, Duration.

**Section 54. SAVINGS CLAUSE.**

If any provision of this Agreement, or the application of such provision should be rendered or declared invalid by any decree of a court of competent jurisdiction or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.



# Exhibit A. SALARY SCHEDULE Effect

## GENERAL SALARY INFORMATION

This Agreement continues longevity pay adjustments. Employees who provide at least ten years of satisfactory service are eligible for longevity compensation (which is a percentage of the maximum step in the salary range), as of their service anniversary date, based on total years of service as follows:

10 years of service	Level I	4%
15 years of service	Level II	8%
20 years of service	Level III	12%

The primary classes covered by this Agreement and their respective Salary Ranges (SR) are as follows:

SR15	Fire Fighter Recruit
SR17	Fire Fighter
	Fire Fighter I
SR19	Fire Fighter II
	Fire, Search & Rescue
SR21	Fire Fighter III
	Fire Equipment Operator
SR23	Airport Fire Lieutenant
SR25	Fire Captain
	Airport Fire Captain

		E	F
SR 15	Annual	29,616	
	Month	2,468	
	40 Hrs	14.24	
	42 Hrs	13.56	
	53 Hrs	10.75	
	56 Hrs	10.17	
SR 17	Annual	32,028	33,312
	Month	2,669	2,776
	40 Hrs	15.40	16.02
	42 Hrs	14.66	15.25
	53 Hrs	11.62	12.09
	56 Hrs	11.00	11.44
SR 19	Annual	34,644	36,036
	Month	2,887	3,003
	40 Hrs	16.66	17.33
	42 Hrs	15.86	16.50
	53 Hrs	12.57	13.08
	56 Hrs	11.90	12.38
SR 21	Annual	37,476	38,976
	Month	3,123	3,248
	40 Hrs	18.02	18.74
	42 Hrs	17.16	17.85
	53 Hrs	13.60	14.14
	56 Hrs	12.87	13.38
SR 23	Annual	40,536	42,156
	Month	3,378	3,513
	40 Hrs	19.49	20.27
	42 Hrs	18.56	19.30
	53 Hrs	14.71	15.30
	56 Hrs	13.92	14.48
SR 25	Annual	43,836	45,588
	Month	3,653	3,799
	40 Hrs	21.08	21.92
	42 Hrs	20.07	20.87
	53 Hrs	15.91	16.54
	56 Hrs	15.05	15.66
SR 26	Annual	45,588	47,412
	Month	3,799	3,951
	40 Hrs	21.92	22.79
	42 Hrs	20.87	21.71
	53 Hrs	16.54	17.20
	56 Hrs	15.66	16.28
SR 27	Annual	47,412	49,308
	Month	3,951	4,109
	40 Hrs	22.79	23.71
	42 Hrs	21.71	22.58
	53 Hrs	17.20	17.89
	56 Hrs	16.28	16.93





Exhibit A. SALARY SCHEDULE Effective 7-1-99

		E	F	G	H	I	II	III
SR 15	Annual	29,616						
	Month	2,468						
	40 Hrs	14.24						
	42 Hrs	13.56						
	53 Hrs	10.75						
	56 Hrs	10.17						
SR 17	Annual	32,028	33,312	34,644	36,036			
	Month	2,669	2,776	2,887	3,003	120	240	300
	40 Hrs	15.40	16.02	16.66	17.33	0.69	1.38	1.73
	42 Hrs	14.66	15.25	15.86	16.50	0.66	1.32	1.65
	53 Hrs	11.62	12.09	12.57	13.08	0.52	1.04	1.31
	56 Hrs	11.00	11.44	11.90	12.38	0.49	0.99	1.24
SR 19	Annual	34,644	36,036	37,476	38,976			
	Month	2,887	3,003	3,123	3,248	130	260	325
	40 Hrs	16.66	17.33	18.02	18.74	0.75	1.50	1.88
	42 Hrs	15.86	16.50	17.16	17.85	0.71	1.43	1.79
	53 Hrs	12.57	13.08	13.60	14.14	0.57	1.13	1.42
	56 Hrs	11.90	12.38	12.87	13.38	0.54	1.07	1.34
SR 21	Annual	37,476	38,976	40,536	42,156			
	Month	3,123	3,248	3,378	3,513	141	281	351
	40 Hrs	18.02	18.74	19.49	20.27	0.81	1.62	2.03
	42 Hrs	17.16	17.85	18.56	19.30	0.77	1.54	1.93
	53 Hrs	13.60	14.14	14.71	15.30	0.61	1.22	1.53
	56 Hrs	12.87	13.38	13.92	14.48	0.58	1.16	1.45
SR 23	Annual	40,536	42,156	43,836	45,588			
	Month	3,378	3,513	3,653	3,799	152	304	380
	40 Hrs	19.49	20.27	21.08	21.92	0.88	1.75	2.19
	42 Hrs	18.56	19.30	20.07	20.87	0.84	1.67	2.09
	53 Hrs	14.71	15.30	15.91	16.54	0.66	1.32	1.65
	56 Hrs	13.92	14.48	15.05	15.66	0.63	1.25	1.57
SR 25	Annual	43,836	45,588	47,412	49,308			
	Month	3,653	3,799	3,951	4,109	164	329	411
	40 Hrs	21.08	21.92	22.79	23.71	0.95	1.90	2.37
	42 Hrs	20.07	20.87	21.71	22.58	0.90	1.81	2.26
	53 Hrs	15.91	16.54	17.20	17.89	0.71	1.43	1.79
	56 Hrs	15.05	15.66	16.28	16.93	0.68	1.36	1.69
SR 26	Annual	45,588	47,412	49,308	51,288			
	Month	3,799	3,951	4,109	4,274	171	342	427
	40 Hrs	21.92	22.79	23.71	24.66	0.99	1.97	2.46
	42 Hrs	20.87	21.71	22.58	23.48	0.94	1.88	2.35
	53 Hrs	16.54	17.20	17.89	18.61	0.74	1.49	1.86
	56 Hrs	15.66	16.28	16.93	17.61	0.70	1.41	1.76
SR 27	Annual	47,412	49,308	51,288	53,340			
	Month	3,951	4,109	4,274	4,445	178	356	445
	40 Hrs	22.79	23.71	24.66	25.64	1.03	2.05	2.57
	42 Hrs	21.71	22.58	23.48	24.42	0.98	1.96	2.45
	53 Hrs	17.20	17.89	18.61	19.35	0.78	1.55	1.94
	56 Hrs	16.28	16.93	17.61	18.32	0.73	1.47	1.83



Exhibit B. SALARY SCHEDULE Effective 7-2-2001

		E	F	G	H	I	II	III
SR 15	Annual	31,092						
	Month	2,591						
	40 Hrs	14.95						
	42 Hrs	14.24						
	53 Hrs	11.28						
	56 Hrs	10.68						
SR 17	Annual	33,636	34,980	36,384	37,836			
	Month	2,803	2,915	3,032	3,153	126	252	378
	40 Hrs	16.17	16.82	17.49	18.19	0.73	1.45	2.18
	42 Hrs	15.40	16.02	16.66	17.32	0.69	1.38	2.08
	53 Hrs	12.20	12.69	13.20	13.73	0.55	1.10	1.65
	56 Hrs	11.55	12.01	12.49	12.99	0.52	1.04	1.56
SR 19	Annual	36,384	37,836	39,348	40,920			
	Month	3,032	3,153	3,279	3,410	136	273	409
	40 Hrs	17.49	18.19	18.92	19.67	0.78	1.58	2.36
	42 Hrs	16.66	17.32	18.02	18.74	0.75	1.50	2.25
	53 Hrs	13.20	13.73	14.28	14.85	0.59	1.19	1.78
	56 Hrs	12.49	12.99	13.51	14.05	0.56	1.13	1.69
SR 21	Annual	39,348	40,920	42,552	44,256			
	Month	3,279	3,410	3,546	3,688	148	295	443
	40 Hrs	18.92	19.67	20.46	21.28	0.85	1.70	2.56
	42 Hrs	18.02	18.74	19.48	20.26	0.81	1.62	2.43
	53 Hrs	14.28	14.85	15.44	16.06	0.64	1.28	1.93
	56 Hrs	13.51	14.05	14.61	15.20	0.61	1.22	1.83
SR 23	Annual	42,552	44,256	46,032	47,868			
	Month	3,546	3,688	3,836	3,989	160	319	479
	40 Hrs	20.46	21.28	22.13	23.01	0.92	1.84	2.76
	42 Hrs	19.48	20.26	21.08	21.92	0.88	1.75	2.63
	53 Hrs	15.44	16.06	16.70	17.37	0.70	1.39	2.09
	56 Hrs	14.61	15.20	15.81	16.44	0.66	1.31	1.97
SR 25	Annual	46,032	47,868	49,788	51,780			
	Month	3,836	3,989	4,149	4,315	173	345	518
	40 Hrs	22.13	23.01	23.94	24.89	1.00	1.99	2.99
	42 Hrs	21.08	21.92	22.80	23.71	0.95	1.90	2.85
	53 Hrs	16.70	17.37	18.07	18.79	0.75	1.50	2.26
	56 Hrs	15.81	16.44	17.10	17.78	0.71	1.42	2.13
SR 26	Annual	47,868	49,788	51,780	53,856			
	Month	3,989	4,149	4,315	4,488	180	359	539
	40 Hrs	23.01	23.94	24.89	25.89	1.04	2.07	3.11
	42 Hrs	21.92	22.80	23.71	24.66	0.99	1.97	2.96
	53 Hrs	17.37	18.07	18.79	19.54	0.78	1.56	2.35
	56 Hrs	16.44	17.10	17.78	18.49	0.74	1.48	2.22
SR 27	Annual	49,788	51,780	53,856	56,016			
	Month	4,149	4,315	4,488	4,668	187	373	560
	40 Hrs	23.94	24.89	25.89	26.93	1.08	2.15	3.23
	42 Hrs	22.80	23.71	24.66	25.65	1.03	2.05	3.08
	53 Hrs	18.07	18.79	19.54	20.33	0.81	1.62	2.44
	56 Hrs	17.10	17.78	18.49	19.24	0.77	1.54	2.31

Exhibit C. SALARY SCHEDULE Eff.

		E	F
SR 15	Annual	32,652	
	Month	2,721	
	40 Hrs	15.70	
	42 Hrs	14.95	
	53 Hrs	11.85	
	56 Hrs	11.21	
SR 17	Annual	35,316	36,732
	Month	2,943	3,061
	40 Hrs	16.98	17.66
	42 Hrs	16.17	16.82
	53 Hrs	12.81	13.33
	56 Hrs	12.13	12.61
SR 19	Annual	38,196	39,720
	Month	3,183	3,310
	40 Hrs	18.36	19.10
	42 Hrs	17.49	18.19
	53 Hrs	13.86	14.41
	56 Hrs	13.12	13.64
SR 21	Annual	41,304	42,960
	Month	3,442	3,580
	40 Hrs	19.86	20.65
	42 Hrs	18.91	19.67
	53 Hrs	14.99	15.59
	56 Hrs	14.18	14.75
SR 23	Annual	44,676	46,464
	Month	3,723	3,872
	40 Hrs	21.48	22.34
	42 Hrs	20.46	21.27
	53 Hrs	16.21	16.86
	56 Hrs	15.34	15.96
SR 25	Annual	48,324	50,256
	Month	4,027	4,188
	40 Hrs	23.23	24.16
	42 Hrs	22.13	23.01
	53 Hrs	17.53	18.24
	56 Hrs	16.59	17.26
SR 26	Annual	50,256	52,272
	Month	4,188	4,356
	40 Hrs	24.16	25.13
	42 Hrs	23.01	23.93
	53 Hrs	18.24	18.97
	56 Hrs	17.26	17.95
SR 27	Annual	52,272	54,360
	Month	4,356	4,530
	40 Hrs	25.13	26.13
	42 Hrs	23.93	24.89
	53 Hrs	18.97	19.72
	56 Hrs	17.95	18.67



Exhibit C. SALARY SCHEDULE Effective 7-1-2002

		E	F	G	H	I	II	III
SR 15	Annual	32,652						
	Month	2,721						
	40 Hrs	15.70						
	42 Hrs	14.95						
	53 Hrs	11.85						
	56 Hrs	11.21						
SR 17	Annual	35,316	36,732	38,196	39,720			
	Month	2,943	3,061	3,183	3,310	132	265	397
	40 Hrs	16.98	17.66	18.36	19.10	0.76	1.53	2.29
	42 Hrs	16.17	16.82	17.49	18.19	0.73	1.46	2.18
	53 Hrs	12.81	13.33	13.86	14.41	0.57	1.15	1.73
	56 Hrs	12.13	12.61	13.12	13.64	0.54	1.09	1.64
SR 19	Annual	38,196	39,720	41,304	42,960			
	Month	3,183	3,310	3,442	3,580	143	286	430
	40 Hrs	18.36	19.10	19.86	20.65	0.83	1.65	2.48
	42 Hrs	17.49	18.19	18.91	19.67	0.79	1.57	2.36
	53 Hrs	13.86	14.41	14.99	15.59	0.62	1.25	1.87
	56 Hrs	13.12	13.64	14.18	14.75	0.59	1.18	1.77
SR 21	Annual	41,304	42,960	44,676	46,464			
	Month	3,442	3,580	3,723	3,872	155	310	465
	40 Hrs	19.86	20.65	21.48	22.34	0.89	1.79	2.68
	42 Hrs	18.91	19.67	20.46	21.27	0.85	1.70	2.55
	53 Hrs	14.99	15.59	16.21	16.86	0.67	1.35	2.02
	56 Hrs	14.18	14.75	15.34	15.96	0.64	1.28	1.92
SR 23	Annual	44,676	46,464	48,324	50,256			
	Month	3,723	3,872	4,027	4,188	168	335	503
	40 Hrs	21.48	22.34	23.23	24.16	0.97	1.93	2.90
	42 Hrs	20.46	21.27	22.13	23.01	0.92	1.84	2.76
	53 Hrs	16.21	16.86	17.53	18.24	0.73	1.46	2.19
	56 Hrs	15.34	15.96	16.59	17.26	0.69	1.38	2.07
SR 25	Annual	48,324	50,256	52,272	54,360			
	Month	4,027	4,188	4,356	4,530	181	362	544
	40 Hrs	23.23	24.16	25.13	26.13	1.04	2.09	3.14
	42 Hrs	22.13	23.01	23.93	24.89	0.99	1.99	2.99
	53 Hrs	17.53	18.24	18.97	19.72	0.79	1.58	2.37
	56 Hrs	16.59	17.26	17.95	18.67	0.75	1.49	2.24
SR 26	Annual	50,256	52,272	54,360	56,532			
	Month	4,188	4,356	4,530	4,711	188	377	565
	40 Hrs	24.16	25.13	26.13	27.18	1.08	2.18	3.26
	42 Hrs	23.01	23.93	24.89	25.88	1.03	2.07	3.10
	53 Hrs	18.24	18.97	19.72	20.51	0.82	1.64	2.46
	56 Hrs	17.26	17.95	18.67	19.41	0.77	1.55	2.33
SR 27	Annual	52,272	54,360	56,532	58,788			
	Month	4,356	4,530	4,711	4,899	196	392	588
	40 Hrs	25.13	26.13	27.18	28.26	1.13	2.26	3.39
	42 Hrs	23.93	24.89	25.88	26.92	1.08	2.15	3.23
	53 Hrs	18.97	19.72	20.51	21.33	0.85	1.71	2.56
	56 Hrs	17.95	18.67	19.41	20.19	0.81	1.62	2.42



## MEMORANDA

Over the years, the Union and the Employers have established Memoranda of Agreement and/or Letters of intent or understanding covering various subjects. The major memoranda are the subject of the following MOA, which is primarily a record of the agreements that have been entered into. Many of the individual items listed in the MOA are self explanatory by their description or applicable only in limited jurisdictions or situations.

The items numbered 17 and 18 have been reproduced in their entirety on the following pages. The others are available on request to the HFFA office. All of the items will also be added at a future date to the new HFFA website ([www.hawaiifirefighters.org](http://www.hawaiifirefighters.org)) which is now in development. —June, 2001.

### MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT is entered into this 30th day of June, 2000, by and between the STATE OF HAWAII, the CITY AND COUNTY OF HONOLULU, the COUNTY OF HAWAII, the COUNTY OF MAUI and the COUNTY OF KAUAI, hereinafter referred to as the EMPLOYER, and the HAWAII FIRE FIGHTERS ASSOCIATION, IAFF LOCAL 1463, hereinafter referred to as the UNION.

#### THE PARTIES MUTUALLY AGREE THAT:

The following existing memoranda (including similar documents such as settlement agreements and letters of interpretation or understanding) by and between the Employer and the Union, copies of which are attached hereto, shall remain in full force and effect through June 30, 2003:

1. Memorandum of Agreement dated September 29, 1982 (All Jurisdictions) relating to Dues and Religious Exemptions (per Hawaii Act 102 enacted 1982);
2. Letter dated June 24, 1993 (All Jurisdictions) relating to the use of Temporary Assignments to meet minimum qualification requirements or for experience points on promotional examinations;
3. Memorandum of Agreement dated November 14, 1995 (State, Honolulu) relating to the certification of eligibles for promotions when there are tied scores on eligible lists;
4. Letter dated October 8, 1993 (Maui) relating to required training when certain fire prevention employees are transferred to fire companies;
5. Letter dated October 18, 1993 (Maui) relating to the application of travel provisions to employees residing on Molokai and assigned to work on Lanai;
6. Settlement Agreement pursuant to a formal grievance dated August 18, 1993 (Maui) relating to the application of per diem payments for off-island assignments;
7. Letter dated December 14, 1993 (Hawaii) relating to annualization of Scheduled Overtime payments;
8. Memorandum of Agreement dated July 1, 1994 (State) relating to work schedule for Molokai, Lanai and Kapalua Airports;
9. Memorandum of Agreement dated October 16, 1998 (Honolulu) relating to work schedule for Fire Alarm Bureau employees;
10. Memorandum of Agreement dated July 15, 1993 and revised September 15, 1993 (Honolulu) relating to holiday work for 40-hour employees;
11. Letters (2) dated September 24, 1993 (Honolulu) relating to annualization of Scheduled Overtime payments;
12. Memorandum of Agreement dated April 15, 1997 (Honolulu) relating to Automobile Allowances for Fire Prevention Bureau employees;
13. Memorandum of Agreement dated October 12, 1993 (Honolulu) relating to

- Parking for Fire Prevention
14. Memorandum of Agreement relating to application of Hazardous Asbestos
15. Memorandum of Agreement relating to Maui Dept of Personnel Services Fire Station;
16. Memorandum of Agreement relating to compressed or modified work schedules
17. Memorandum of Agreement relating to shorts and application of Uniform
18. Memorandum of Agreement relating to Drug and Alcohol Testing of uniformed personnel.

THIS MEMORANDUM OF AGREEMENT shall remain in full force and effect through June 30, 2003. Notwithstanding this Memorandum of Agreement, it may be modified by mutual agreement of the parties. IN WITNESS WHEREOF, the parties have signed this MEMORANDUM OF AGREEMENT on the day

### MEMORANDUM OF AGREEMENT

This MEMORANDUM OF AGREEMENT is entered into this 30th day of June, 2000, by and between the HONOLULU FIRE DEPARTMENT, hereinafter the EMPLOYER, and the HAWAII FIRE FIGHTERS ASSOCIATION (HFFA), Local 1463, hereinafter the UNION. WHEREAS, the Employer and the Union recognize that the fire service is an essential for uniformity and safety; and WHEREAS, the Unit 111 Collective Bargaining Agreement sets forth the terms and conditions of employment for the Employer and the Union;

NOW, THEREFORE, the Employer and the Union, hereinafter set forth, agree as follows:

1. All fire fighter recruits in the fire service shall wear two pairs of navy blue duty shorts (total) in addition to their initial uniform;
  2. All other Honolulu Fire Department employees shall wear one pair of navy blue duty shorts;
  3. Employees qualified to recruit shall wear two pairs of navy blue t-shirts for one duty shirt or uniform;
  4. All bargaining unit employees shall wear the same items when participating in uniformed personnel;
  5. There shall be no additional uniform items.
- This MOA shall become effective through June 30, 2000, and shall be subject to the terms and conditions of this MOA may be modified by mutual agreement of the parties at any time.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement above.





- Parking for Fire Prevention Bureau and Fire Alarm Bureau employees;
14. Memorandum of Agreement dated May 30, 1997 (Honolulu) relating to application of Hazardous Assignment Differential to HAZMAT Captain & FF3;
  15. Memorandum of Agreement dated April 22, 1997 and 2 letters to HFFA from Maui Dept of Personnel Services (Maui) relating to work schedule for Hana Fire Station;
  16. Memorandum of Agreement dated March 15, 2000 (Kauai) relating to compressed or modified work schedules (e.g., 4-10 hour days)
  17. Memorandum of Agreement dated April 5, 2000 (Honolulu) relating to duty shorts and application of Uniform Allowance provisions;
  18. Memorandum of Agreement dated June 30, 2000 (All Jurisdictions) relating to Drug and Alcohol Testing, with Letter of Intent to apply provisions to all uniformed personnel.

THIS MEMORANDUM OF AGREEMENT shall remain in full force and effect through June 30, 2003. Notwithstanding this provision, the terms and conditions of this Memorandum of Agreement, and/or any of the above named memoranda, may be modified by mutual agreement between the parties at any time.

IN WITNESS WHEREOF, the parties hereto have executed this MEMORANDUM OF AGREEMENT on the day and year first written above.

#### MEMORANDUM OF AGREEMENT

This MEMORANDUM OF AGREEMENT ("MOA") is entered this 5th day of April, 2000, by and between the HONOLULU FIRE DEPARTMENT, CITY AND COUNTY OF HONOLULU, hereafter the Employer, and the HAWAII FIRE FIGHTERS ASSOCIATION (HFFA), Local 1463, IAFF, AFL-CIO, hereafter the Union.

WHEREAS, the Employer and the Union recognize that appropriate uniforms are essential for uniformity and safety in water rescue operations; and

WHEREAS, the Unit 11 Collective Bargaining Agreement allows for the adjustment of terms and conditions of employment by mutual agreement between the Employer and the Union;

NOW, THEREFORE, the Employer and the Union in consideration of the terms hereinafter set forth, agree as follows:

1. All fire fighter recruits in the Honolulu Fire Department shall be issued two (2) pairs of navy blue duty shorts and one (1) additional navy blue t-shirt (four total) in addition to their initial uniform allotment.
  2. All other Honolulu Fire Department bargaining unit employees shall be issued one pair of navy blue duty shorts on or before July 1, 2000.
  3. Employees qualified to receive uniform replacement allowance may substitute two pairs of navy blue duty shorts for one pair of duty trousers and four t-shirts for one duty shirt on the anniversary date of their appointment.
  4. All bargaining unit employees are required to wear the designated uniform items when participating in the physical fitness program.
  5. There shall be no additional uniform maintenance allowance as a result of this MOA.
- This MOA shall become effective this 5th day of April, 2000 and shall remain in effect through June 30, 2000, and shall be renewed from year to year thereafter. The terms and conditions of this MOA may be modified by mutual agreement between the parties at any time.

IN WITNESS WHEREOF, the parties hereto, by their authorized representatives, have executed this Memorandum of Agreement on the day and year first written above.



## MEMORANDUM OF AGREEMENT

This MEMORANDUM OF AGREEMENT ("MOA") is entered into this 30th day of June, 2000, by and between the STATE OF HAWAII, the CITY AND COUNTY OF HONOLULU, the COUNTY OF HAWAII, the COUNTY OF MAUI, and the COUNTY OF KAUAI, hereinafter collectively referred to as the "Employer," and the HAWAII FIRE FIGHTERS ASSOCIATION, LOCAL 1463, IAFF, AFL-CIO, hereinafter referred to as the "Union."

WHEREAS, the Employer and the Union recognize that the use and/or abuse of drugs and/or alcohol may adversely affect an employee's health, safety and job performance, and the health and safety of co-workers and the general public; and

WHEREAS, appropriate and reliable screening tests are available to detect the presence of drugs and/or alcohol which can adversely affect an employee's health, safety and job performance; and

WHEREAS, the administration of appropriate employee drug and/or alcohol screening tests will assist the Employer in identifying and supporting the rehabilitation of employees who are users of illegal drugs and/or who misuse alcohol, deter and discourage use and/or abuse by employees, establish and maintain a safe working environment for the protection of all employees, protect members of the public who use or avail themselves of facilities or services; and

WHEREAS, the Employer and the Union further recognize that addiction to drugs and/or alcohol is a treatable illness and to a reasonable opportunity for rehabilitation,

THEREFORE, the Employer and the Union in consideration of the above, agree as follows:

1. The Employer's Drug and Alcohol Testing (DAT) Policy adopted pursuant to the Federal Omnibus Transportation Employee Testing Act (hereinafter referred to as the Act) and subsequent rules promulgated there under shall be applied to all employees in the bargaining unit except as provided herein.

A. The frequency and ratio for alcohol testing shall be at the discretion of the Employer.

B. The Employer may utilize laboratories licensed by the State Department of Health.

C. Positive drug test results and or a specimen result that has been determined to be adulterated or substituted shall be sent directly from the testing laboratory to the Medical Review Officer. Negative results may be sent directly to the Departmental representative. Employees may request a split sample test for positive drug test results and/or for a specimen that has been determined to be adulterated or substituted.

D. All employees who undergo drug testing shall be tested for the following drugs (or their metabolites):

1. Marijuana metabolites
2. Cocaine metabolites
3. Phencyclidine
4. Opiate metabolites
5. Amphetamines

All employees who undergo drug testing may be tested for the following drugs (or their metabolites):

1. Barbiturates
2. Methaqualone
3. Propoxyphene
4. Methadone
5. Benzodiazepine

2. Disciplinary action for Department Head or the disciplinary schedule shall be as follows:

A. Drug Test or Alcohol Concentration (BAC)

1. Disciplinary action for one or four shifts in the case of a positive drug test or failure to provide a specimen. In addition, any employee in a post accident test disciplinary demotion to exceed six months if the test result equal to or above 0.02.

2. A second positive test result equal to or above 0.02.

B. Alcohol Test Between 0.02 and 0.04

1. Disciplinary action in the case of employee alcohol test result between 0.02 and 0.04.

2. Disciplinary action in the case of employee alcohol test result between 0.04 and 0.06.

3. A third positive BAC shall result in disciplinary action.

C. Nothing herein shall preclude disciplinary action up to and including a positive test result.

D. Any employee who fails to follow, participate in, or solve problems as recommended and conditions of any attendance requirements shall be terminated.

E. Any employee who fails in any way (which includes otherwise fails to cooperate) shall be terminated.

3. In administering tests the

A. The Union shall be consulted prior to the alcohol testing process and procedures.

B. That a regular employee shall be placed on approved leave available Professional (SAP). If permission, the Departmental representative may in consultation with the SAP or Notwithstanding the p



2. Disciplinary action for positive test results shall be determined by the Department Head or the Department Head's representative. The following disciplinary schedule shall apply to all regular employees:

A. Drug Test or Alcohol Test Equal to or Above .04 Blood Alcohol Concentration (BAC).

1. Disciplinary suspension action shall not exceed 8.4 working days or four shifts in the case of employees assigned to 24-hour shifts for a first positive drug test or first positive alcohol test result equal to or above .04. In addition, any employee who receives a positive drug or alcohol result in a post accident test as provided in paragraph 3.C. below shall receive disciplinary demotion of no more than two Salary Ranges for a period not to exceed six months for a first positive drug test or first positive alcohol test result equal to or above .04.

2. A second positive drug test result or second positive alcohol test result equal to or above .04 BAC shall result in dismissal.

B. Alcohol Test Between .02 and Less than .04 BAC.

1. Disciplinary action shall not exceed 2.1 working days or one shift in the case of employees assigned to 24-hour shifts for a first positive alcohol test result between .02 and less than .04 BAC.

2. Disciplinary action shall not exceed 10.5 days or 5 shifts in the case of employees assigned to 24-hour shifts for a second positive alcohol test result between .02 and less than .04 BAC.

3. A third positive alcohol test result between .02 and less than .04 BAC shall result in dismissal.

C. Nothing herein shall preclude the Employer from taking appropriate disciplinary action up to and including discharge for any misconduct that may include a positive or negative test result if there is just cause for such action.

D. Any employee who refuses to be evaluated by the SAP, refuses to follow, participate in or complete any treatment for substance abuse problems as recommended by the SAP, or fails to comply with all terms and conditions of any treatment for substance abuse problems (including attendance requirements) as recommended by the SAP shall be terminated.

E. Any employee who refuses to submit to drug and/or alcohol testing in any way (which includes an adulterated or substituted specimen) or who otherwise fails to cooperate with substance abuse testing pursuant to the policy shall be terminated.

3. In administering tests the Employer will ensure:

A. The Union shall have the right to inspect the Employer's drug and alcohol testing processes and procedures upon request. The Union shall be consulted prior to the implementation of any changes to such processes and procedures.

B. That a regular employee, who under this MOA is subject to discharge, shall be placed on appropriate leave with pay status (if the employee has such leave available) pending an evaluation by a Substance Abuse Professional (SAP). Following such evaluation and with the employee's permission, the Department Head or the Department Head's designated representative may informally discuss the feasibility of further rehabilitation with the SAP or others involved with the employee's treatment. Notwithstanding the provisions of 2.A.2 and 2.B.3, the Department Head



or the Department Head's designated representative shall make the final determination whether the employee is to be dismissed or be given another opportunity for rehabilitation based upon the aforementioned informal discussions, the employee's overall job performance and/or length of service.

C. Any employee who is operating a personal, subsidized or government vehicle or apparatus (including a tiller operator, fire boat pilot, helicopter pilot and rescue craft operator) when involved in an on-duty accident which results in: 1) a fatality, 2) injury to any party requiring medical attention away from the scene and/or 3) damage to any vehicle or apparatus requiring towing from the scene shall be subject to drug and alcohol testing as soon as practicable following the accident.

Any employee tested under this section shall be placed on authorized leave without pay pending the results of the drug and alcohol tests (the employee shall be eligible to use vacation or compensatory time credits in lieu of such leave without pay). If such test results are negative, the employee shall be returned to work and credited with full back pay. If such test results are positive, any period of authorized leave without pay shall be included as part of any applicable disciplinary suspension.

If any provision of this MOA or the application of such provision should be amended, rendered or declared invalid by any decree of a court of competent jurisdiction or by reason of any existing or subsequent enacted legislation, the remaining parts or portions of this MOA shall remain in full force and effect.

This MEMORANDUM OF AGREEMENT shall become effective this 30th day of June, 2000, and remain in full force and effect through June 30, 2003.

IN WITNESS WHEREOF, the parties hereto, by their authorized representative(s), have executed this MEMORANDUM OF AGREEMENT on the day and year first written above.

#### LETTER OF INTENT

Addressed to the Union

May 16, 1997

This is to inform you that the undersigned representatives of the Public Employers intend to apply the conditions of the Drug and Alcohol Testing Policy and MOA dated \_\_\_\_\_ to all uniformed employees of the Fire Department, to the extent possible.

Signed by the Personnel Directors of the State of Hawaii, City and County of Honolulu, County of Hawaii, County of Maui and the County of Kauai.



